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7-1-1983

Compton Unified School District Governing Board and Compton Education Association, California Teachers Association, National Education Association (1983)

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Compton Unified School District Governing Board and Compton Education Association, California Teachers Association, National Education Association (1983)

Keywords

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Comments

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AGREEMENT

Between

THE COMPTON UNIFIED SCHOOL DISTRICT



And

THE COMPTON EDUCATION ASSOCIATION

Certificated Units

1983/84

COMPTON EDUCATION ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION



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COMPTON UNIFIED SCHOOL DISTRICT ACKNOWLEDGMENTS

NEGOTIATING TEAM

Joe W. Steele	Director Employer/Employee Relations
Edna E. J. Francis	Legal Advisor
John A. Benham	Controller, Financial Services
Theresa R. Harris	Assistant Superintendent Personnel Services
Dwight Prince	Principal, Bunche Elementary
Thurman C. Johnson	Principal, Willowbrook Junior High
Fred Easter	Principal, Dominguez High

BOARD OF TRUSTEES

Bernice Woods	President
Manuel Correa	Vice President
Sam Littleton	Clerk
Lynn V. Dymally	Legislative Representative
Kelvin D. Filer	Member
Mary B. Henry	Member
John Steward	Member
Ted D. Kimbrough, Superintendent	Secretary

COMPTON EDUCATION ASSOCIATION ACKNOWLEDGMENTS

NEGOTIATING TEAM

UNIT A

Muriel Brooks, Chairperson	Roosevelt Elementary
David Schlesinger, Secretary	Centennial High
N. Jean Curtis	Dominguez High
Anne Payton	Chester Children's Center
Bobbie Richardson	Media Specialist

UNIT B

Zora Hayes, Chairperson	Compton Adult
Edie Davis	Exceptional Adult
Ralph Negrette	Compton Adult

Georgia Maryland, Spokesperson
Larry Harlan, CTA Negotiations Specialist
Gilbert Acosta, CTA Regional Resource Staff
John Stephens, Jr., Acting Executive Director

CEA BOARD OF DIRECTORS

N. Jean Curtis, President	Dominguez High
Willie Simmons, First Vice President	Roosevelt Elementary
Alberta Murray, Second Vice President	Whaley Junior High
Eugenia Franklin, Secretary	Bursch Elementary
Wilhelmina P. Ryan, Treasurer	Compton High
Richard Trotter, Elementary Segment Director	Caldwell Elementary
Lois Hale, Elementary Segment Director	Kennedy Elementary
Chester Lampkin, Secondary Segment Director	Enterprise Junior High
Zora Hayes, Secondary Segment Director	Compton Adult
Jean Elston, State Council	Psychologist (Caldwell Elem.)
Muriel Brooks, State Council	Roosevelt Elementary

ARTICLE 1

AGREEMENT

- 1
- 2 A. This Agreement is between the Governing Board of the Compton Unified
- 3 School District (hereinafter referred to as the District) and the
- 4 Compton Education Association (hereinafter the Association), an
- 5 affiliate of the California Teachers' Association and the National
- 6 Education Association.
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- B. This Agreement is entered into pursuant to Chapter 10.7 of division 4
of Title 1 of the Government Code, Section 3540-3549 of the Government
Code.

ARTICLE 2

RECOGNITION

I. UNIT A

- A. The Board confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix E.
- B. Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix E.
- C. Any position classifications not described in Appendix E which are created after the date of the execution of this Agreement shall not be included in the unit identified in Appendix E except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.
- D. Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix E.

II. UNIT B

- A. The Board confirms its recognition of the Association as the exclusive representative, pursuant to the Rodda Act, for that unit of employees recognized by the Board defined in Appendix F.
- B. Positions excluded from the bargaining unit shall include, but are not limited to those listed in Appendix F.
- C. Any position classifications not described in Appendix F which are created after the date of the execution of this Agreement shall not be included in the unit identified in Appendix F except by mutual agreement of the parties hereto, provided however, that where the parties cannot mutually agree, either party may petition the Public Employment Relations Board for review and final decision.
- D. Unit members as used in this Agreement shall mean those employees represented by the Association as defined in Appendix F.

III. The Articles of this Agreement apply to Unit A, with the exception of Article 19, Adult School Teachers. Article 19, Adult School Teachers applies to Unit B.

ARTICLE 3

DISTRICT RIGHTS

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2
3 A. It is not the intention of the parties, in setting forth the following
4 District rights, to detract or diminish in any way the rights of the
5 Association or of unit members as set forth elsewhere in this Agreement.
6 It is the parties' intention that the provisions of the other Articles
7 of this Agreement constitute the only contractual limitation upon the
8 District's rights and then only to the extent the contractual limita-
9 tions are in conformance with the law.
- 10 B. It is understood and agreed that the District retains all of its
11 powers and authority to direct, manage and control to the full extent
12 of the law. Included in but not limited to those duties and powers
13 are the exclusive right to: determine its organization; direct the
14 work of its employees; determine the times and hours of operation;
15 determine the kinds and levels of services to be provided, and the
16 methods and means of providing them; establish its educational policies,
17 goals and objectives; ensure the rights and educational opportunities
18 of students; determine staffing patterns; determine the number and
19 kinds of personnel required; maintain the efficiency of District oper-
20 ations; determine the curriculum; build, move or modify facilities;
21 establish budget procedures and determine budgetary allocation;
22 determine the methods of raising revenue; contract out work; and take
23 action on any matter in the event of an emergency. The District
24 retains its right to amend, modify or rescind policies and practices
25 referred to in this agreement in cases of emergency. Emergency as
26 used herein, shall be defined as those conditions arising from an act
27 of war, natural disaster, act of God, insurrection, revolution,
28 flood, earthquake, riot, energy shortage, fire, plague, epidemic,
quarantine, or other emergency beyond the control of the District
which substantially interrupts or threatens to interrupt the District's
normal operations.
- 18 C. The District and the Compton Education Association (CEA) agree to the
19 formation of a joint committee to make recommendations regarding the
20 implementation of special education programs in the District.
- 20 D. The District and the CEA agree to the formation of a joint committee
21 to make recommendations regarding the implementation of bilingual
22 education programs in the District.
- 22 E. The District and the CEA agree to the formation of a joint committee
23 to develop an "Employee Assistance Program".

ARTICLE 4

ASSOCIATION RIGHTS

- A. All Association business, discussions, and activities will be conducted by unit members or Association Officials outside of established work hours as defined in Article 6 herein, HOURS.
- B. Association representatives at individual schools may conduct Association business at their respective sites outside of established hours when:
 1. The representative has obtained advance permission from the site administrator regarding the time, place and type of activity to be conducted;
 2. The site administrator has verified that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with an Association representative.
- C. The Association may conduct Association business on district property outside of established hours when the Association has obtained in advance a "Use of Facilities" permit from the District.
- D. The Association shall continue to make use of designated bulletin boards at each school site for posting notices and other matters of Association concern. All postings must contain the date of posting and an authorization for posting by an authorized Association representative, except for printed materials clearly identified as having been prepared by CTA or NEA. The Association shall have the right to distribute through the use of the District's mail system, material dealing with the proper legitimate business of the Association.

The District shall add the CEA Office to its pick-up and delivery route for the distribution of intra-district mail. Pick-up service shall be provided only on an "as needed" basis, after CEA has provided the District twenty-four hours advance notification of the need for pick-up.

The Association agrees not to post or distribute information which is defamatory of District personnel.
- E. Representatives of CEA, of the CTA, and of the NEA shall have the right to enter the schools to meet with unit members outside of established work hours to carry out appropriate Association business so long as the presence of the representatives will not interfere with the right of unit members to refrain from listening or speaking with an Association representative.

ASSOCIATION RIGHTS - continued

1 F. To the extent available and to the extent the unit member has authorized
2 release of such information, names, school addresses, home addresses,
3 and telephone numbers of all unit members shall be provided without
4 cost to the Association as soon as practicable after the beginning of
5 each school year.

6 G. The District shall provide, to a designated CEA representative at
7 each site, one copy of the Agenda for meetings of the Board of Trustees,
8 except addenda and materials regarding closed sessions.

9 H. This Agreement shall not be construed to prohibit the Association
10 from representing its unit members in their employment relations with
11 the District, in accordance with Section 3543.1 of the Government
12 Code. Released time will not be granted for representation in any
13 such matter not subject to the Grievance Procedure herein.

14 I. The District agrees to provide ten unit member days of released time
15 per school year to Association representatives for the purpose of
16 conducting Association business in furtherance of the objectives in
17 Section 3540 of the Government Code. The availability of the released
18 time shall be subject to the following conditions:

19 Within a reasonable amount of time prior to the desired date of
20 released time, CEA must submit a written request for released
21 time to the District, identifying the name(s), title(s), and work
22 site(s) of the Association representative(s) for whom released
23 time is being requested.

24 The District retains the right to deny use of released time at
25 the requested time if the unit member's absence from duty at that
26 time would impair the efficiency of the District's operations.

ARTICLE 5

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a unit member that she/he has been adversely affected by an alleged violation, misinterpretation, or misapplication of a specific provision of the Agreement.
2. An "aggrieved person" or "grievant" is the person or persons making the claim. The Association may be the grievant when it is alleged that a grievance exists with respect to Article 4, Association Rights, Article 17, Payroll Deductions, Article 22, Concerted Activities or Article 24, Duration of Contract.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to resolve at the lowest possible administrative level problems which may arise from time to time regarding the terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Time limits shall consist of days during which the central office is open for business, except that when a grievance is filed subsequent to May 1 and prior to the end of the school year, the time limits shall be regarded as calendar days. Any time limits affected by the Christmas or spring breaks shall be extended by five (5) days. All time limits may be extended by mutual agreement of the parties.
3. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the resolution is not inconsistent with the terms of this Agreement and that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

GRIEVANCE PROCEDURE - continued

C. Procedure

1. Informal Level: Within fifteen (15) days of the act or omission giving rise to the grievance or within fifteen (15) days of the date the grievant should have reasonably known of the act or omission, the grievant must discuss the grievance with his/her immediate supervisor. If the grievant elects to be represented by the Association at the Informal Level of the grievance procedure, the supervisor may request the grievant to proceed directly to the Formal level One of the grievance procedure.

2. Formal Level One: If the grievant is not satisfied with the disposition of the grievance at the Informal Level the grievant may file the grievance in writing with the immediate supervisor within ten (10) days after meeting with the immediate supervisor. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at the Informal Level and why it is not satisfactory, and the specific relief sought.

The immediate supervisor may request a personal conference with the grievant at this level. The immediate supervisor shall respond in writing within twelve (12) days after receipt of the Formal Grievance.

3. Formal Level Two: If the grievant is not satisfied with the disposition of the grievance at Formal Level One, the grievant may file the grievance in writing with the Superintendent/designee within ten (10) days after receipt of the Formal Level One response. The grievance shall specify the Article and Section of the contract allegedly violated, the circumstances involved, the decision rendered at Formal Level One and why it is not satisfactory, and the specific relief sought. The Superintendent/designee may request a personal conference with the grievant at this level. The Superintendent/ designee shall respond in writing within twelve (12) days after receipt of the Formal Level One response.

4. Formal Level Three: If the grievant is not satisfied with the disposition of the grievance at Formal Level Two or if no written decision has been rendered within the time limits specified in Formal Level Two above, the grievant may request in writing, within ten (10) days after a decision by the Superintendent/designee, that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration.

GRIEVANCE PROCEDURE - continued

1 The parties shall select a mutually acceptable arbitrator. If
2 the parties are unable to agree on an arbitrator within five (5)
3 days of the Association's submission of the grievance to arbitra-
4 tion, the California State Conciliation Service shall be requested
5 to submit a list of five (5) names of persons experienced in
6 arbitration of grievances in educational institutions. Within
7 five (5) days after receipt of the list of names, each party
8 shall alternately strike names until only one name remains. The
9 order of striking shall be determined by the flip of a coin. The
10 arbitrator shall proceed under the Voluntary Arbitration Rules of
11 the American Arbitration Association. The Association and the
12 District may mutually agree to utilize expedited procedures.

13 The arbitrator shall receive evidence and arguments promptly
14 after his/her selection by the parties and, within thirty (30)
15 calendar days from the close of the record, shall render a final
16 and binding award on the issue(s) submitted to him/her.

17 If the parties cannot agree upon a statement of the issue(s) the
18 arbitrator shall determine the issue(s) by referring to the
19 grievance and the answers thereto at each level or by referring
20 to each party's separate statement of the issue(s).

21 The arbitrator will have no power to add to, subtract from or
22 modify the terms of this Agreement or the written policies,
23 rules, regulations and procedures of the District. After the
24 arbitrator has afforded an opportunity for hearing, the arbi-
25 trator shall render a written decision setting forth findings
26 of fact, reasoning and conclusions on the issue(s) submitted
27 and the award. The arbitrator will be without power or authority
28 to make any decision which requires the commission of an act
prohibited by law or which is violative of the terms of this
Agreement.

Nothing herein shall be construed to prohibit either party
from seeking judicial review of a final and binding award
which the party believes is violative of the terms of this
Agreement or violative of law.

D. Miscellaneous

1. When an issue of arbitrability arises, the parties may imme-
diately submit the issue to arbitration. Arbitrability issues
shall be resolved before the arbitrator receives evidence or
arguments on the merits of the grievance.

GRIEVANCE PROCEDURE - continued

2. All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
3. No reprisals shall be taken by or against any participants in the grievance procedure because of such participation.
4. A unit member may be represented at all formal levels of the grievance procedure by himself/herself, or at his/her option, by the Association or its representative. If the unit member is not represented by the Association, the Association will be given the opportunity to file a response regarding the proposed resolution of any grievance.
5. No grievance shall be processed unless it is presented at the Informal Level within the time limits specified in Section C above.
6. Decisions rendered at the formal levels of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the grievant.
7. When two or more unit members have a grievance based upon the same or essentially the same issues and circumstances, the grievances shall be processed as a single grievance and may be presented at Formal Level Two within the limits specified for filing a grievance at the Informal Level. Such grievance shall be processed by a single representative.
8. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
9. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the District and the Association so as to facilitate operation of the grievance procedure. The costs of printing such forms shall be borne by the District.

ARTICLE 6

HOURS

- A. The length of the unit member's work day shall be no more than seven (7) hours including lunch except when assigned adjunct duties as defined below.
- B. Adjunct duties shall be defined as program development, parent conferences, committee assignments including school site councils, faculty, departmental, grade level and district meetings, back-to-school nights, public schools week/open house, student supervision, or supervision of student activities such as dances, athletic events and carnivals and professional growth activities including staff development or inservice other than compensatory education staff development or inservice.
- C. The adjunct duties of unit members assigned to elementary schools (K-6) shall be limited to thirty-five (35) hours per year unless the unit member is reimbursed for hours in excess of 35 at the "Other Extra Duty Assignment" rate found in Appendix A. The hours shall be used in fifteen (15) minute increments.
- D. The adjunct duties of unit members assigned to secondary schools (7-12) shall be limited to forty (40) hours per year unless the unit member is reimbursed for hours in excess of 40 at the "Other Extra Duty Assignment" rate found in Appendix A. The hours shall be used in fifteen (15) minute increments.
- E. The length of a unit member's day when assigned adjunct duties in the areas of faculty, departmental, grade level meetings, professional growth activities including staff development or inservice (other than compensatory education staff development or inservice) program development, parent conferences and committee assignments including site councils shall be limited to eight (8) hours. The site administrator shall provide at least 48 hours notice of a faculty meeting.
- F. Unit members assigned to elementary and junior high schools shall report to work thirty (30) minutes prior to the beginning of the student instructional day. The site administrator may, after consultation with the unit members, adjust the time that unit members shall report to work on days that faculty, department, grade or district meetings are to be held or on days that inservice or staff development is to be held, provided the requirements of sections A-E above are adhered to.
- G. Unit members assigned to senior high schools shall report to work fifteen (15) minutes prior to the beginning of the instructional day for students.

HOURS - continued

- 1 H. Unit members may voluntarily perform duties beyond the seven (7)
2 hour day, but this time shall not count as assigned adjunct duty
3 time. Administrators shall not request volunteers for adjunct
4 duties as defined in "B".
- 5 I. Each unit member shall be entitled to a duty-free uninterrupted
6 lunch period of thirty (30) minutes.
- 7 J. Junior and senior high school unit members shall be provided a
8 preparation period of not fewer than two hundred (200) minutes per
9 week. A preparation period is an assigned period set aside for
10 all regular classroom junior and senior unit members to be used for
11 instructional preparation and planning purposes, grade recording
12 and correction, student evaluation, curriculum development, staff
13 development, unit member/student conferences, unit member/parent
14 conferences, unit member/administrator conferences, for covering
15 another unit member's classes in a manner prescribed below and for
16 whatever administrative assignments are necessary for the efficient
17 operation of the educational program. Administrative assignments
18 shall be limited, except in cases of student safety related emer-
19 gencies, to less than one-half (1/2) of the unit member's preparation
20 period.
- 21 K. No unit member shall be compelled to attend school sponsored night
22 meetings past 9:30 p.m. This provision shall not be construed to
23 cover unit members assigned to perform paid extra duty assignments.
- 24 L. When sufficient funds are available from student body funds, junior
25 and senior high school unit members who supervise evening (6:00 p.m.
26 or later) or Saturday athletic events will be paid from approved
27 student body fund budgets. Any such paid time shall not count
28 against assigned adjunct duty time as described in F and G above.
- Upon request, the monthly financial status report will be made
available to the site representative for review.
- M. Unit members assigned to schools which receive compensatory education
funds which require staff development programs as a condition of
obtaining the funds shall participate in the staff development
programs under the following conditions:
1. Time spent beyond the seven (7) hour day during the school week
shall be paid in accordance with State/Federal guidelines for
use of compensatory education funds.
 2. Any meetings held on days when school is not in session shall be
on a paid basis, in accordance with the guidelines and policies
governing compensatory education funds.
 3. The needs assessment, which is developed as part of compensatory
education programs, shall be utilized to determine the time and
amount of staff development.

HOURS - continued

- 1 N. The District shall make a reasonable effort to obtain a substitute
2 for unit members when they are absent. When a substitute cannot be
3 obtained, then the following procedure shall apply:
- 4 1. Junior and senior high school unit members shall be assigned to
5 cover the absent unit member's class during his/her preparation
6 period on an equitable basis.
 - 7 2. Junior and senior high school unit members who cover another
8 unit member's class shall be paid one-fifth (1/5) of the daily
9 rate of a substitute.
 - 10 3. Five (5) elementary unit members shall be assigned approximately
11 one-fifth (1/5) of the students of the absent unit member, and
12 shall receive one-fifth (1/5) of the daily rate of a substitute.
 - 13 4. When a unit member has been absent for twenty (20) consecutive
14 days, then the substitute shall become a long term substitute
15 on the 21st day and the funding for a long term substitute shall
16 be from a source other than the Substitute Teacher Budget.
 - 17 5. When the Substitute Teacher Budget is exhausted, unit members
18 shall no longer be paid for covering an absent unit member's
19 class or taking an absent unit member's students and shall be
20 required to substitute without compensation.
- 21 O. The Site Administrator shall provide each unit member with a rainy
22 day schedule at the beginning of the school year.
- 23 P. Upon request, the site administrator will make available to the
24 site representative the master schedule or the class assignment
25 sheet.
- 26 Q. Traveling unit members shall not be required to provide services to
27 more than two sites in one working day. Exception - to meet a medical
28 emergency, nurses may be required to provide services at more than
two sites in one working day. (Language to define "Traveling Unit
Members" will be added.)

ARTICLE 7

TRANSFERS

A transfer is defined as the relocation of a unit member between schools or other administrative departments. Transfers fall into two categories:

- (1) Involuntary transfers that are initiated by the District; and
- (2) Transfers that are initiated at the request of the unit member on a voluntary basis.

The District shall have the authority to transfer a unit member from one school or administrative site to another school or administrative site, subject to the following procedures:

A. Posting

1. A "vacancy" is a position which the District determines is to be filled at a site or administrative division by a person who is not currently assigned to that site or administrative division.
2. Between March 15 and April 15 the District shall post, at each school, notices of all known classroom teaching and nursing vacancies available for the next school year. The notices shall state a deadline for application, which shall not be less than ten working days after posting. The District shall provide a copy of the notices to the Association. In cases where classroom teaching and nursing vacancies become available after April 15, the District may fill such positions on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of the filling of an "acting" position. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.
3. Immediately after the vacancy announcement is approved by the Board of Trustees, the District shall post at each school site a notice of vacancy for unit positions other than classroom teachers and nurses and for administrative positions below the Cabinet level. The vacancy notice shall state the deadline for application, which shall not be less than ten working days after posting. The District shall provide a copy of the notice to the Association.

In cases where the vacancy occurs after the school year has commenced, the District may fill the position on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of the filling of an "acting" vacancy. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.

TRANSFERS - continued

4. When the District screens for an administrative position during the summer, the District shall post a notice of vacancy at each administrative site and send ten copies of each notice to the Association.
5. When extra duty assignments such as coaching and driver training become available, then the District shall post a notice of availability of such assignments.

B. Involuntary Transfers

1. Where appropriate to the circumstances, all unit members being involuntarily transferred shall have equal opportunity for interviews for existing vacancies. In the event that a specially funded program is discontinued, affected unit members shall be provided a list of current vacancies.
2. Involuntary transferees will have first opportunity over unit member initiated transferees to interview for available vacancies. When a choice of positions is available, unit members may indicate an order of preference for appropriate consideration.
3. An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised in writing of the reasons for recommending such transfer. The unit member may file a written response to the reasons given. This response will be placed in the unit member's personnel file if so requested by the unit member.
4. The following criteria shall be considered when involuntary transfers are made:
 - (a) Credential authorization;
 - (b) Major or minor field of study;
 - (c) The educational goals of the District;
 - (d) Quality of performance based on formal written evaluation reports included in the official personnel record;
 - (e) Variety of professional experience and assignments.

The following order of priorities shall be applicable to all transfers:

- (a) All transfers shall be made on the basis of the best possible educational program for students consistent with adopted District policy.
- (b) Consideration will be given to the personal feelings of the unit member affected by the transfer.
- (c) Other factors being equal, length of satisfactory service in the District as determined by written evaluation, shall determine who is to be transferred.

TRANSFERS - continued

5. Where an involuntary transfer is being made to provide the unit member an opportunity to improve upon his/her performance, such transfer shall be limited to once every three years.

C. Voluntary transfer - Unit Member Initiated

1. Unit members may request a transfer by submitting an application for transfer to the Assistant Superintendent, Personnel Services by April 15 of the school or program year.
2. The filing of a Request for Transfer shall be without prejudice to the unit member, and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving principal, the applicant, and the Personnel Office concur to the transfer.
3. Consideration shall be given to all applications for transfer which are properly submitted.
4. All requests for voluntary transfers shall be considered by the site administrator on the basis of the criteria specified in Section B (4) above.

D. Assistance in Assignment Change

Where there is a change in assignments, whether by transfer or by movement within a school, principals may authorize a reasonable period of non-teaching preparation time of up to two days when it appears that the transition will necessitate substantial reorganization or preparation. The District will provide reasonable assistance in moving teaching materials to the unit member's new location.

E. Assignment Changes

Unit members shall be notified of their tentative assignments for the coming year prior to the last work day in May of the current work year. A unit member shall be notified by mail, at the address on file with the District, of any change in the tentative assignment by the originator of the change.

Prior to making any final decision regarding the change in a unit member's current assignment and/or schedule within a school or administrative division to another assignment with(in) the same school or administrative division, the unit member's immediate supervisor or his/her designee shall attempt in good faith to discuss the proposed change with the unit member. The administration shall consider any alternative way of handling the situation if the unit member objects to the proposed change in assignment.

ARTICLE 8

EVALUATION PROCEDURES

A. Frequency of Evaluation:

Probationary unit members shall be evaluated at least twice each year. Permanent unit members shall be evaluated at least once every year.

B. Evaluator:

The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15 of each year.

C. Evaluators shall, by October 30 of each school year, hold one or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.

D. Procedures for Setting Standards Shall Be

1. Prior to October 30 of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually-determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period for observation and follow-up conferences which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.
2. Prior to the final evaluation conference, there shall be at least one observation, lasting no less than thirty (30) minutes, and shall be followed by an evaluation conference within five (5) working days, during which the evaluator and the member of the unit shall review those elements of the observation that may be incorporated into the written evaluation report.
3. A good-faith effort will be made to reach mutual agreement on the following elements:
 - (a) The establishment of standards of expected student progress in each area of study and of techniques for the assessment of the progress.
 - (b) Assessment of certificated personnel competence as it relates to the established standards.
 - (c) Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
 - (d) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

EVALUATION PROCEDURES - continued

If a teacher and his/her evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for the record and attach to the final determination, his or her disagreement with the standards and assessment methods.

E. Procedures for Evaluation

1. The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.
2. Prior to the final evaluation conference, there shall be at least one observation, lasting no less than thirty (30) minutes, and shall be followed by an evaluation conference within five (5) working days, during which the evaluator and the member of the unit shall review those elements of the observation that may be incorporated into the written evaluation report.
3. Suggestions for Improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:
 - (a) Areas where improvement is needed;
 - (b) Specific suggestions for improvement;
 - (c) Additional resources that will be utilized to assist with improvement, where recommended by the evaluator;
 - (d) Evaluator's role in assisting the unit member;
 - (e) Techniques for measurement of improvement;
 - (f) Time schedule for monitoring process.
4. No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.
5. No later than April 15 of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.
6. At the final conference each standard will be checked as:
 1. performance unsatisfactory
 2. performance less than satisfactory
 3. performance satisfactory
 4. satisfactory performance exceeded

If #1 or #2 is checked, the evaluator will explain under the section for recommendations.

EVALUATION PROCEDURES - continued

1 7. A unit member shall have a period of five (5) days following
2 the meeting to discuss the evaluation, to prepare and submit
3 a written reaction in response to the evaluation. Such response
4 will become a permanent attachment to the evaluation and be
5 placed in the unit member's personnel file.

6 8. Unit member shall not evaluate other unit members.

7 9. None of the aforementioned shall be construed to mean that
8 performance standards or the evaluator's judgement regarding
9 the level of performance of a unit member shall be subject to
10 the grievance procedure. Those matters as well as all other
11 substantive matters regarding evaluation are expressly excluded
12 from the grievance procedure.

13 A grievance may be filed alleging that the procedures have been
14 violated or unreasonably applied.

15 F. Parent and Citizen Complaints

16 When the evaluator or immediate supervisor receives a parent or citizen
17 complaint regarding the unit member which may be relevant to evaluation
18 of the unit member, the unit member will be notified of the complaint
19 and the unit member will be given an opportunity to discuss and to
20 resolve the matter, if possible, with the complaining party. If deemed
21 desirable or necessary by the immediate supervisor or the unit member,
22 the immediate supervisor or evaluator may take part in the conference.
23 The evaluator may utilize such complaints in the evaluation process
24 only if he/she has reasonable cause to believe that the complaint is
25 factual.

26 G. Handling of Material in Personnel File Relevant to Performance Evaluation

- 27 1. Materials in personnel files of unit members which may serve as
28 a basis for affecting the status of their employment are to be
made available for the inspection of the person involved.
- 29 2. Such material is not to include ratings, reports, or records which:
- 30 (a) were obtained prior to the employment of the person involved;
 - 31 (b) were prepared by identifiable examination committee members; or
 - 32 (c) were obtained in connection with a promotional examination.
- 33 3. Every unit member shall have the right to inspect such materials
34 upon request, provided that the request is made at a time when
35 such person is not actually required to render services to the
36 District.

EVALUATION PROCEDURES - continued

1 4. Information of a derogatory nature, except material mentioned in
2 the second paragraph of this section, shall not be entered or
3 filed unless and until the unit member is given notice and an
4 opportunity to review and comment thereon. A unit member shall
have the right to enter, and have attached to any such derogatory
statement, his own comments thereon. Such review shall take place
during normal business hours, and the unit member shall be released
from duty for this purpose without salary reduction.

5 5. A unit member may be accompanied by his/her representative at
6 such time as he/she is given an opportunity to review the material
7 in his/her personnel file. No released time shall be granted the
8 representative.

9 Upon presentation of written authorization from the unit member,
an Association representative may review that unit member's
official personnel file without being accompanied by the unit
member.

10 H. Lawful Non-School-Related Activities

11 Evaluation of a unit member's performance shall not be predicted
12 upon lawful, non-school-related personal activities which have
13 no impact on the unit member's effectiveness as an employee.
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ARTICLE 9

SAFETY

- A. A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her principal, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit member must complete a Suspension Form, notify the parent and arrange a parent conference. The student shall not be returned to class during the period of the suspension without the concurrence of the teacher and the principal or designee.
- B. A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment and the rights to suspend students, shall be presented to each unit member in writing within 30 days of the effective date of this Agreement and the first day of each school year thereafter.
- C. When, in the judgement of a unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedures established at the school to arrange a conference with the appropriate person(s).
- D. A unit member may use reasonable force in the performance of duties, in accordance with Section 44807 of the Education Code.
- E. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall see that the incident is reported to the police and take other appropriate action.
- F. If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the District to furnish legal counsel at District expense to defend the action.
- G. No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District-authorized business, shall be covered by the District's insurance policy.

SAFETY - continued

- 1 H. If the District assigns a unit member to duties which require the
2 unit member to utilize his/her personal automobile to perform those
3 duties, then the unit member shall be reimbursed for such use on a
4 flat rate or a per mile basis in a manner consistent with District
5 policy. (NOTE: This provision does not apply to situations like
6 attendance at a District-called general meeting.)
- 7 I. Unit members, except for nurses as allowed by law, shall not perform
8 medical procedures for a student, except in cases of emergency.
- 9 J. Upon discovery, unit members shall be required to report in writing
10 to their immediate supervisors any unsafe condition of the physical
11 work environment. Upon receipt of the written report of the unsafe
12 condition(s) from the immediate supervisor, the District shall
13 investigate the complaint promptly. If the District determines,
14 after investigation that the reported condition(s) is unsafe, the
15 District shall act within a reasonable period of time to remedy such
16 unsafe condition(s).
- 17 K. The District shall provide two-way communication for each classroom
18 at a site no later than September 1, 1985.
- 19 L. Classrooms shall have lockable doors and windows which are maintained
20 in good working order.
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ARTICLE 10

NON-DISCRIMINATION

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- 3 A. The District and the Association shall not unlawfully discriminate
- 4 against bargaining unit members on the basis of race, color, sex,
- 5 national origin, religion in violation of Title VII of the Civil
- 6 Rights Act of 1964, as amended.
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- B. Alleged violations of the Article may not be pursued through the
grievance procedure, Article 5.

ARTICLE 11

LEAVES

GENERAL PROVISIONS

A leave of absence is an authorization for a unit member to be absent from duty.

The District may request verification of the reason for an absence if it has reasonable cause to believe that the purpose of the leave has been violated.

Upon return from absence, a unit member shall be required to complete the District Absence Form.

A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.

LEAVES - continued

SPECIFIC LEAVE CATEGORIES

A. Personal Illness and Injury Leave

1. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for the purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours for a full-time unit member in a comparable position.

In cases of necessary absence, unit members shall telephone the District answering service and proceed as directed.

2. If a unit member does not utilize the full amount of leave as authorized in #1 above in any school year, the amount not utilized shall be accumulated from year to year.
3. A unit member absent five (5) consecutive work days or more must submit immediately after the fifth day of absence to the Division of Certificated Personnel, an official request for a leave of absence on Form 160, a statement of a physician certifying illness or injury, the anticipated length of absence, or a statement of fitness to return to duty.
4. A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.
5. A unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work not later than 2:00 p.m. of the preceding work day, if failure to notify results in a substitute being secured.
6. With the first paycheck of each school year, each unit member shall be notified of the amount of leave he/she accumulated as of June 30 of the preceding school year.
7. After all earned leave set forth in Section 1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months; provided that the provisions of Section 3 above are met. The amount deducted for leave purposes from the unit member's salary during the five (5) month period shall be the amount actually paid a substitute employee employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin on the first day after all accumulated sick leave has been exhausted.

LEAVES - continued

B. Bereavement Leave

1. Upon a unit member's request to his/her immediate supervisor, a unit member shall be entitled to use a maximum of three (3) days of leave with pay (or five [5] days of leave with pay, if travel beyond a 300 mile radius is required) on account of the death of any member of his/her immediate family. Immediate family, as used for purposes of this section, shall be defined as mother, father, mother-in-law, father-in-law, husband, wife, son, daughter, grandfather, grandmother, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, granddaughter or grandson of the unit member; or foster child, foster parent, or legal guardian of the unit member, or any relative living in the immediate household of the unit member.
2. Upon a unit member's request to his/her immediate supervisor, a unit member shall be entitled to one (1) day of leave with pay on account of the death of a niece, nephew, aunt or uncle of the unit member.
3. The District may grant additional bereavement leave where travel is required or where other extenuating circumstances are involved.

C. Personal Emergency Leave

1. A unit member may utilize not more than six (6) days of his/her accumulated sick leave for the following personal emergencies:
 - (a) Death of a member of the unit member's immediate family when the number of days exceeds that allowed for bereavement leave. Immediate family is defined in the Bereavement Leave section of this Article.
 - (b) Accident involving his/her person or property or the person or property of a member of his/her immediate family as defined above of such an emergency nature as to require the absence of the unit member during his/her working day.
 - (c) Appearance in court as a litigant. The unit member shall file evidence of the court appearance with the personnel office through the school principal.
 - (d) Acute illness of a member of his/her immediate family requiring professional treatment or hospitalization and of such a serious nature as to require the absence of the unit member during his/her working day. The District may require the statement of a physician certifying the nature of the illness.

LEAVES - continued

(e) Imminent danger to the home of the unit member occasioned by a factor such as flood or fire, serious in nature and which requires the absence of the unit member during his/her working day.

2. A unit member planning to return after such an absence from duty shall notify the school of his/her intention to return not later than 2:00 p.m. of the day preceding the planned day of return. If this is not done, the unit member will be charged with another day of absence.
3. If the need to be absent is known in advance, the unit member must obtain prior written approval from the appropriate supervising administrator. When the need to be absent is not known in advance, the unit member must notify the Certificated Personnel Office by 7:00 a.m. of the day of absence.

D. Jury Service Leave

1. A jury service leave shall be granted to a unit member who has been officially summoned to jury duty in either a State or Federal Court. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor.
2. Leave shall be granted for the period of the jury service.
3. The unit member shall receive full pay while on leave provided the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the Compton Unified School District. The unit member shall be entitled to retain any expenses for parking, mileage, food or other expenses incidental to jury service.
4. A unit member on jury service leave shall notify the District of his/her intent to be at work on the next work day, if possible, by 2:00 p.m. If it is not possible to give such notice by 2:00 p.m., then the unit member shall notify the District, via the District answering service, that he/she intends to be at work the next day.

E. Personal Leave

1. At the discretion of the District, a personal leave may be granted to a unit member for personal reasons, e.g., matrimony, family illness, urgent business affairs (such as house purchase closing settlements, appearance in court for civil suits when not subpoenaed, appearance as witness to wills and similar legal matters, appearance when wills involving the unit member are being probated), or religious holidays. This provision is not intended to grant a leave for the purpose of attending or participating in a meeting of an "employee organization" or other meetings or activities with respect to "employer-employee relationships".

LEAVES - continued

1 2. The maximum leave shall be twenty (20) consecutive working
2 days without pay and a maximum of three (3) days with pay,
3 chargeable to earned sick leave allowed during the year.
4 No salary will be paid by the District for days exceeding
5 three (3) in any one school year for this purpose.

6 3. When the reason for use of personal leave is not of an
7 emergency nature, prior notice must be given to the school
8 principal or division head before taking personal leave.

9 F. Witness Leave

- 10 1. A witness leave shall be granted to allow a unit member to
11 appear as other than a litigant in the case, in response to
12 a duly served subpoena.
- 13 2. Leave will be granted for the number of days specified in
14 the subpoena or all days of attendance in court as certified
15 by the clerk or other authorized officer of such jury or court.
- 16 3. The unit member will receive full pay during the period of
17 leave provided the witness fee for such leave is assigned to
18 and the subpoena or court certification is filed with the Compton
19 Unified School District.
- 20 4. Request for witness leave should be made by presenting the
21 official court summons to appear as a witness to the immediate
22 supervisor.

23 G. Leave Without Pay for Childbearing Preparation or Child Rearing

- 24 1. Leave without pay or other benefits may be granted to a unit
25 member for preparation for childbearing or for child rearing.
- 26 2. The unit member shall request such leave as soon as practicable,
27 but under no circumstance less than ten (10) work days prior
28 to the date on which the leave is to begin. Such request shall
be in writing and shall include a statement as to the dates the
unit member wishes to begin and end the leave without pay.
3. The determination as to the date on which the leave shall
begin and the duration of such leave shall be made at the
discretion of the Superintendent when considering the scheduling
and replacement problems of the District.
4. The duration of such leave shall consist of no more than
twelve (12) consecutive months and shall automatically terminate
on June 30 in the school year in which such leave is granted.
An extension of leave may be granted, not to exceed an additional
twelve (12) months.

LEAVES - continued

- 1 5. The unit member is not entitled to the use of any accrued
2 sick leave or other paid leave while such unit member is
3 on childbearing preparation leave or leave for child rearing,
4 whether or not the illness or disability is related to a
5 pregnancy, miscarriage, childbirth, or recovery therefrom.
- 6 6. Unit members using leave under this section shall not be
7 entitled to compensation, benefits, increment, or the
8 accrual of seniority for layoff or reductions in force,
9 or other such purposes; nor shall probationary unit members
10 earn credit for tenure purposes while using such leave.
- 11 7. If a unit member who is on leave for childbearing or child
12 rearing suffers a miscarriage or loses the child, the unit
13 member may request an immediate assignment to a unit position.
14 If there is a vacancy for which a unit member is qualified,
15 the District will assign the unit member to a position as soon
16 as practicable.

LEAVES - continued

H. Leave for Pregnancy Disability

1. Unit members are entitled to use sick leave as set forth in Section A, Personal Illness and Injury Leave, of this Article, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date of which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.
2. Unit members are entitled to leave without pay and without other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave provided in Section A, Personal Illness and Injury Leave of this Article has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician.
3. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

I. Sabbatical Leave

1. A sabbatical leave may be granted to a unit member for one of the following purposes:
 - (a) Travel The unit member must spend 60% or more of the leave in travel outside of Los Angeles County.
 - (b) Formal Study The unit member must pursue a program of six or more units each semester in an accredited institution of higher learning. Work must relate to the present or prospective service of the unit or must qualify him/her for a higher credential or degree.
 - (c) Independent Study The unit member must pursue a program of study, research or improvement. The program must be the equivalent to the effort and content for the formal study program.
 - (d) Combination Travel and study may be combined. One calendar month of travel will be considered equivalent to two college semester units.

LEAVES - continued

1 2. Sabbatical leave may be granted for not less than one
2 semester or two quarters, or not more than two consecutive
3 semesters.

4 3. Any unit member under the age of 60 years who has completed
5 seven or more consecutive years of service to the District
6 is eligible to apply for sabbatical leave once each seven
7 years.

8 A year of service shall consist of a minimum of 75% of the
9 teaching days of the school year exclusive of absences due
10 to illness or other compensated leave.

11 A unit member making request for a sabbatical leave to start
12 the second semester of a school year must have completed a
13 minimum of 50 days of service during the first semester of
14 the school year.

15 4. Every unit member as a condition to be granted a leave of
16 absence, shall agree in writing to render a period of
17 service in the employ of the Governing Board of the District
18 following his/her return from the leave which is equal to
19 twice the period of the leave.

20 5. The compensation to be paid to the unit member granted
21 sabbatical leave shall be 50% of the teaching salary to
22 which he/she would have been entitled during the time
23 covered by such leave. A unit member on sabbatical leave
24 may elect to receive his/her salary under either of the
25 following provisions:

26 (a) In two equal installments during the first two
27 years following the return from sabbatical leave.

28 (1) The first installment shall be paid at
the end of the first semester after the
return of the unit member from leave,
and provided that the unit member has
received salary, other than that for
illness, for a minimum of 75 days dur-
ing the first semester. If the unit
member has not received salary, other
than for illness, for a minimum of 75
days during the first semester, but does
receive salary for such minimum number
of days during the first and second
semesters after his/her return from leave
of absence, the first installment shall
be paid at the end of the second semester.

LEAVES - continued

(2) The second installment shall be paid at the end of the third semester after the return of the unit member from leave and provided that the unit member has received salary, other than that for illness, for a minimum of 75 days during the third semester. If the unit member has not received salary, other than for illness, for a minimum of 75 days during the third semester, but does receive salary for the minimum number of days during the third and fourth semesters after his/her return from leave, the second installment shall be paid at the end of the fourth semester.

(b) Bi-monthly payment to the unit member during the sabbatical leave after filing suitable bond with the governing board indemnifying the Board in case the unit member does not return to his/her position; such bond shall be exonerated in event the failure of the unit member to render such service of two years is caused by the death or mental or physical disability of the unit member.

6. Additional compensation received by the unit member in excess of the difference between the unit member's regular salary and the salary while on leave will be deductible from the leave salary paid by the District. Additional compensation is compensation for services or employment during the period of sabbatical leave other than compensation granted by the Compton Unified School District.

Additional assistance from such recognized sources of aid to study, research and travel as scholarships, grants and fellowships shall not constitute additional compensation in the meaning of the above paragraph. It shall be the policy of the Compton Unified School District to encourage its unit members to seek such assistance.

7. The unit member should make written application to the Office of Certificated Personnel Services on the form provided. Application shall be made at least 90 days prior to the date the leave is requested to begin. The District shall provide the unit member written notification of the disposition of the application within twenty days after receipt of the application.

8. The number of unit members on sabbatical leave any one semester shall not exceed 2% of the total number of unit members of the District.

In the event of the number of eligible unit members applying for sabbatical leave during any one semester exceeds 2% of the total number of unit members of the District, the granting of leaves shall be governed by:

(a) Priority of application

(b) Reasonable distribution of applicants by school

LEAVES - continued

(c) Seniority

(d) Relative merits of the reasons for desiring leave

(e) Whether applicant has been granted previous leave

(f) Budgetary considerations

9. At the expiration of the leave of absence of the unit member, he/she shall, unless he/she otherwise agrees, be reinstated in the position held by him/her at the time of the granting of the sabbatical leave of absence.
10. Each unit member returning from sabbatical leave shall file with the Office of Certificated Personnel services a written report not later than 45 days after return to active duty.
 - (a) Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience or knowledge gained while on leave, the manner in which such experience or knowledge may be used for the benefit of the students or the schools of the District.
 - (b) Such report shall be presented to the Governing Board of the District for approval.
11. Interruption of the program of study or travel while on sabbatical leave by serious accident or illness which is verified by a medical statement from a licensed physician shall not affect the amount of compensation to be paid the unit member under the terms of the sabbatical leave provided that the Superintendent has been promptly notified of such accident or illness.

In case of such accident or illness while on sabbatical leave, notification shall be made by registered letter, mailed within ten days of such accident or illness.
12. A unit member returning from sabbatical leave will receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service in his/her regular position.
13. A period of sabbatical leave does not affect retirement status provided the unit member makes retirement contributions for the period of the leave. Retirement contributions shall be made on the basis of the sabbatical leave compensation.

J. Industrial Accident/Illness Leave

1. Industrial accident/illness leave shall be granted to a unit member who experiences an industrial accident or illness as defined in Section 3208 et seq of the Labor Code of the State of California,

LEAVES - continued

and whose disability arising from such accident or illness is verified by competent medical authority.

2. The allowable leave for industrial accident or illness in any one fiscal year shall not exceed 60 teaching days. This leave is not cumulative. When such leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury. Leave commences on the first day of absence.
3. A unit member shall continue to receive regular salary while on industrial accident or illness leave. During this paid leave of absence, the unit member shall endorse to the District temporary disability indemnity checks received from the Compton Unified School District Workers' Compensation Insurance Fund on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member's appropriate salary warrants deducting normal retirement and other authorized contributions. The endorsement rule does not apply to final settlement for permanent disability.

Any industrial accident/illness disability which extends beyond the period of 60 teaching days, shall be deducted from regular illness leave and shall be subject to the provisions of illness leave. The unit member shall continue to receive regular salary and endorse temporary disability indemnity checks to the District until such time as all regular illness leave credits are exhausted. If a unit member remains disabled after all regular illness leave is used, he/she shall continue to endorse temporary disability indemnity checks to the District and shall receive salary as prescribed in Article II, Section A Personal Illness and Injury Leave, or as required by Section 4451 et seq of the Labor Code of the State of California, whichever is greater. A unit member who remains disabled after expiration of all Compton Unified School District salary continuation benefits shall continue to receive temporary disability checks in accordance with the Labor Code of the State of California.

4. Request for accident or on-the-job illness must be made in writing to the Office of Risk Management through the school principal.
5. The unit member shall notify the school principal and the Assistant Superintendent-Personnel Services of his/her impending return to duty in ample time to inform the substitute of his/her release from the temporary assignment. Before the unit member returns to duty, the District may require a statement from a physician certifying the fitness to return.

LEAVES - continued

K. Military Leave

1. A military leave shall be accorded to unit members, as required by applicable Federal and State Laws.
2. A unit member who is called for active duty shall be granted a military leave for the period of the military service and up to six additional months after the unit member honorably leaves the military service or is released from active duty.

A unit member who is a member of the Reserve Corps of the Armed Forces of the United States is entitled to a temporary leave not to exceed 180 days. Unless mandated otherwise by a superior military officer in command, unit members rendering Reserve Corps service shall perform it at a time outside the regular school year.
3. Upon presentation of adequate evidence of military service, the unit member shall be paid his salary for the first school or calendar month of such absence due to military service according to the salary assignment providing the following conditions are met:
 - (a) The unit member is ordered into active duty from membership in the Reserve Corps of the Armed Forces of the United States, or of the National Guard or Naval Militia or is inducted, enlists, enters or is otherwise ordered or called into active duty as a member of the Armed Forces of the United States;
 - (b) The unit member is engaged in the performance of ordered military duty or is going to or returning from such duty;
 - (c) The unit member must have been in the service of the Compton Unified School District for a period of not less than one year immediately prior to the dates the military duty begins. Previous temporary or active duty may be counted to accumulate the required year.
4. Unit members should make written request for a military leave of absence and submit it to the Office of Certificated Personnel Services together with a copy of his/her orders.
5. A unit member returning from military service shall be returned to a position in his/her classification, if such position exists, otherwise a comparable vacant position for which he is qualified. Unit members should submit evidence of honorable military service and the dates of active duty.
6. Credit for military service will be granted toward advancement of the Salary Schedule on the same basis as if the service had been performed for the Compton Unified School District.
7. Time served in the military service shall be included as years of service for retirement purposes

LEAVES - continued

L. Opportunity Leave

1. At the discretion of the District an opportunity leave may be granted in order that a tenured unit member may return to a college or university to pursue a course of study leading to a higher degree or credential or may accept a position in industry which will result in the unit member rendering more effective service to the school district upon his/her return. No leave will be granted for service in another school district or in other positions in education unless it concerns a specialized field completely different from what the unit member has been doing and one which would be of benefit to the District upon his/her return from the leave. The unit member requesting opportunity leave shall sign a statement of intent to return to the District at the termination of the opportunity leave.

Leave may be granted for one or two semesters, not to exceed one year, but may be extended at the discretion of the Board.

No salary/or benefits will be paid by the District for the period of the leave.

2. The unit member should submit a written request to the Assistant Superintendent-Personnel Services including a description of the proposed program and its objectives. Applications shall be submitted prior to September 1 of the coming year of which the unit member wishes to take the opportunity leave.

M. Two Hour Emergency Leave

Emergency shall be defined as an unscheduled event that requires the unit member's immediate attention after the unit member has reported to work. Upon a unit member's request, the immediate supervisor may authorize the employee to be absent without loss of pay or deduction from other leave for periods not to exceed two (2) hours when there is such an emergency and it is requested infrequently.

N. Personal Leave Without Pay

At the discretion of the District, a unit member may be granted an unpaid leave for up to one school year for health, travel, and other reasons satisfactory to the District. A unit member seeking such leave shall submit a written request to the Personnel Office which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.

LEAVES - continued

O. Professional Growth Leave

A regular full time teacher may request a professional growth leave at the end of the school year, under the following conditions:

1. It must be apparent that a true professional growth opportunity exists for the unit member and the District and the leave is necessary in order to take advantage of it.
2. The immediate supervisor must endorse the written request, such signature to indicate his/her concurrence in the request. If the immediate supervisor does not give endorsement of the written request, the case may be presented to the Administrator of Elementary Schools or the Administrator of Secondary Schools for additional review.
3. An adequate substitute must be available.
4. The professional growth-in-service activity must be directly related to the area of assignment of the unit member.
5. Final examinations shall have been given by the unit member before beginning the leave.
6. The unit member must have prepared grade reports and attendance records for his/her students.
7. Non-teaching personnel receiving this leave shall properly conclude their year's work to the satisfaction of the immediate supervisor before leaving. For the number of days of approved leave the unit member shall receive the difference in his/her pay and that of a substitute, or in the event no substitute is required the difference shall be the same as if a substitute were required.

ARTICLE 12

CLASS SIZE

- A. Whenever administratively practicable, whenever the District's financial resources allow, and whenever the facilities are available, the following average class size shall be maintained:

STAFFING RATIO

*ELEMENTARY SCHOOLS

Kindergarten Classes	30 pupils plus or minus 1
Grades 1-3	30 pupils plus or minus 1
Grades 4-6	30 pupils plus or minus 1

*SECONDARY SCHOOLS

Grades 7-12	30 pupils plus or minus 1
-------------	---------------------------

*These ratios do not include additional certificated personnel who may be added under federally funded programs such as Chapter I, SB 90, VEA, ROP, ESAA; other categorically funded programs which provide for smaller class sizes; or mainstreaming in Special Education.

- B. In addition, the above listed class size averages are subject to modification for purposes such as, but not limited to, avoidance of split-grade classes or low enrollment classes, large group or experimental instruction, team teaching limitations because of distribution of pupils by attendance areas, changes in enrollment, or other valid reasons.

ARTICLE 13

CHILDREN'S CENTER TEACHERS

The provisions of this Agreement shall apply to Children's Center Teachers except as modified by the following:

1. Children's Center Teachers' hours shall vary between four (4) and seven (7) hours depending upon the number of students enrolled, exclusive of a lunch period.
2. Children's Center Teachers shall have an uninterrupted lunch break of thirty (30) minutes. A physical relief break shall be provided Children's Center Teachers within each three (3) hour block of time.
3. The District will make a good faith effort to minimize the use of split shifts. It is understood that the minimizing of split shifts is not to involve additional costs or unnecessarily reduce the number of hours of Children's Center Teachers.
4. Whenever it is necessary to reduce the number of hours of Children's Center Teachers, those teachers assigned the greatest number of hours per day and with the least number of hours per day and with the least number of years of teaching within the District shall have their hours reduced before those with a greater number of years of teaching with the District.
5. Leaves

General Provisions

A leave of absence is an authorization for a unit member to be absent from duty.

The District may request verification of the reason for an absence if it has reasonable cause to believe that the purpose of the leave has been violated.

Upon return from absence, a unit member shall be required to complete the District Absence Form F-119.

A unit member on an approved leave without pay may continue enrollment in health and welfare benefit plans by paying the required premiums in a periodic manner as required by the District.

In general, leave shall not be available to the unit member until earned. However, in emergency situations leave may be advanced to the unit member upon the recommendation of the Superintendent and the approval of the Board of Trustees.

CHILDREN'S CENTER TEACHERS - continued

Such leave must be repaid into the unit members's account at the rate specified for the accumulation of Vacation Leave. Unit members who leave the service of the District prior to repaying such leave shall have the value of the unpaid leave deducted from their final severance pay.

Specific Leave Categories

Unit members who have fixed and continuing responsibilities in rendering services to the District are eligible for the following leaves:

a. Vacation Leave

Vacation leave shall be earned as follows:

- (1) 1 through 2 years of service, on (1) day of vacation for each qualifying month of service to a maximum of 12 days for each fiscal year.
- (2) 3 through 10 years of service, 1-1/4 days of vacation for each qualifying month of service to a maximum of 15 days for each fiscal year.
- (3) 11 through 14 years of service, 1-1/2 days of vacation for each qualifying month of service to a maximum of 18 days for each fiscal year.
- (4) 15 through 19 years of service, 1-3/4 days of vacation for each qualifying month of service to a maximum of 21 days for each fiscal year.
- (5) 20 years of service or more, 2 days of vacation for each qualifying month of service to a maximum of 24 days each fiscal year.

Vacation leave shall be used in increments for four (4) hours or more. Requests for vacation leave of three (3) days or less shall be submitted for approval to the Supervising Officer at least two (2) days prior to the requested beginning date of the leave. Requests for vacation leaves of more than three (3) days shall be submitted for approval to the Supervising Officer at least thirty (30) days prior to the requested beginning date of the leave.

Certificated twelve-month unit members, i.e., those contracted for the period of July 1 through June 30, must take a minimum of eleven (11) days vacation leave per year unless prior approval has been granted by the Board of Trustees.

CHILDREN'S CENTER TEACHERS - continued

Unit members who enter the school year with more than one year's leave accumulation will be permitted to use such leave at the discretion of the Supervising Office or the Superintendent; however, such leave when added to the earned vacation leave for each year shall not exceed two years' worth of earned vacation leave.

Unit members on vacation leave may, at the discretion of the Administrator or Superintendent, be recalled for the performance of necessary duties. The unit member shall not lose any vacation days due to such a recall; and, if necessary, may have his/her accumulated vacation total exceed the two years' limitation stated by the number of vacation lost due to any recall.

b. Bereavement Leave

Bereavement Leave shall be granted to unit members in accordance with the provisions of Article 11, Section B.

c. Personal Leave

Personal Leave may be granted to unit members in accordance with the provisions of Article 11, Section E.

d. Personal Emergency Leave

Personal Emergency Leave shall be granted to unit members in accordance with the provisions of Article 11, Section C.

e. Religious Holiday Leave

Religious Holiday Leave, not to exceed six (6) days in any one fiscal year, may be granted to unit members for observance of religious holidays. Such leave shall be deducted from the employee's personal illness and injury account.

f. Legal and Local Holiday Leave

Leave shall not be charged to the unit member for those days within the calendar year which have been defined by the Board of Trustees as legal or local holidays for Children's Center members.

If a unit member is required to perform regular service on a day declared by the President of the United States, the Governor of California, or the Board of Trustees as a holiday, he/she shall be granted leave on another day on a day-for-day basis.

Those periods within the school year defined as recess periods for certificated unit members and pupils shall be considered duty periods for personnel covered by Article 13.

CHILDREN'S CENTER TEACHERS - continued

However, unit members who wish to take vacation leave during these recess periods may do so with the approval of their Supervising Officer or the Superintendent. Such leave shall be charged against the total vacation leave earned by the employee.

g. Personal Illness and Injury Leave (Sick Leave)

Children's Center unit members whose assignment is seven (7) hours or more per day shall earn sick leave on the basis of one day per month. Children's Center unit members assigned fewer than seven (7) hours per day shall earn sick leave on a prorata basis.

Vacation leave may be used for the purpose of illness and injury after personal illness and injury leave credited to the unit member has been exhausted.

6. The 1983/84 Official School Calendars are attached as Appendix G.
7. Class size as it relates to Children's Center Teachers shall be in accordance with guidelines established by the State of California.
8. A full time assignment for Children's Center Teachers is seven (7) hours.
9. When it becomes necessary to reassign a full time Children's Center Teacher from one site, then the full time teacher with the least number of years in the District at the site shall be reassigned prior to those with a greater number of years of service in the District at that site.

COMPTON UNIFIED SCHOOL DISTRICT
STATE CHILDREN'S CENTER SALARY SCHEDULE
1983/84 SCHOOL YEAR

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	\$7.08 hr	\$7.28 hr	\$7.51 hr	\$7.73 hr
2	7.28 hr	7.51 hr	7.73 hr	7.96 hr
3	7.51 hr	7.73 hr	7.96 hr	8.20 hr
4	7.73 hr	7.96 hr	8.20 hr	8.45 hr
5	7.96 hr	8.20 hr	8.45 hr	8.68 hr

Class I	Provisional Permit Received Prior to January 1, 1984
Class II	60 Units and Permit
Class III	90 Units and Permit
Class IV	B.A. Degree and Regular Permit

Hourly Rate for Substitute Teachers: \$6.50 per hr

Children's Center teachers currently employed in the District having a valid California teaching credential shall have opportunity to enter the District's voluntary transfer pool for the purpose of interviewing for vacancies for permanent positions. Such teachers will be afforded previous service experience as a credentialed teacher up to a limit of four (4) years.

Effective 7/1/83

ARTICLE 14

The provisions of this Agreement shall apply to Pre-School Teachers except as modified by the following:

COMPTON UNIFIED SCHOOL DISTRICT

STATE PRE-SCHOOL SALARY SCHEDULE
1983/84. SCHOOL YEAR

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	\$1093	\$1073	\$1126	\$1184
2	1073	1126	1184	1242
3	1126	1184	1242	1303
4	1184	1242	1303	1369
5	1242	1303	1369	1436

Class I	Provisional Permit Received Prior to January 1, 1984
Class II	60 Units and Permit
Class III	90 Units and Permit
Class IV	B.A. Degree and Regular Permit

Hourly Rate of Substitute Teachers: \$6.50 per hour

Pre-school teachers currently employed in the District having a valid California teaching credential shall have opportunity to enter the District's voluntary pool for the purpose of interviewing for vacancies for permanent positions. Such teachers will be afforded previous service experience as a credentialed teacher up to a limit of four (4) years.

Effective 9/12/83

ARTICLE 15

HEALTH AND WELFARE BENEFITS

- 1
- 2 A. Effective the beginning of the third school month in the 1983-84
- 3 school year, the District agrees to contribute \$250 per school
- 4 month to the cost of health and welfare benefits for full-time
- 5 regular teachers of Unit A, \$200, per month for Children's Centers
- 6 teachers, and \$195 per month for Pre-School teachers.
- 7
- 8 B. Each unit member may apply the District paid fringe benefit
- 9 contribution to one or more of the following:
- 10 (a) Kaiser Health Plan
- 11 (b) F. H. P. Health Plan
- 12 (c) Blue Cross Dental Plan
- 13 (d) Family Health Dental Program
- 14 (e) Occidental Group Life Insurance
- 15 (f) Lincoln National Life Insurance
- 16 (g) Horace Mann (Educators) Life Insurance
- 17 (h) Equitable Life Assurance Society
- 18 (i) Occidental Group Income Protection Insurance
- 19 (j) Enroll in (Educators) Income Protection Insurance (current
- 20 enrollees only)
- 21 (k) District approved Tax Sheltered Annuity
- 22 (l) State Mutual Life Insurance Company
- 23 (m) Dependent Coverage under any selected health program
- 24
- 25 C. Unit members who work less than full time shall be provided with Fringe
- 26 Benefit Contributions in accordance with the following schedule:
- 27 (a) Six (6) hours per day or more = 100%
- 28 (b) Less than six (6) hours, but more than four (4) hours = 75%
- (c) Four (4) hours = 50%
- (d) Less than four (4) hours = no contribution
- D. Eligible unit members who retire prior to age 65 shall be entitled to participate in Early Retirement Plan A or in Early Retirement Plan B, but not in both.

HEALTH AND WELFARE BENEFITS - continued .

1 Plan A: The retiree shall participate under the provisions
2 of Amended Early Retirement Incentive Program
3 Agreement approved by the Board of Trustees on
4 September 22, 1981. (See Appendix I) Board approved
5 March 8, 1983.

6 Plan B: If a retiree is age 55 or older, has taught in public
7 schools of California for the last ten (10) years, with
8 the last six (6) years of service being in the District,
9 and is receiving benefits from STRS, then the District
10 will pay the premiums for the retiree and eligible
11 dependent(s) for the health plans available to a full
12 time unit member. Such premiums shall be paid until
13 such time as the retiree reaches age 65.

14 E. Unit members may change from one health insurance carrier to another
15 during open enrollment and shall have their District contribution
16 adjusted accordingly.

17 F. Unit members who work a complete school year shall have Health and
18 Welfare Benefits effective through the last day of October. Unit
19 members who are employed subsequent to the first day of the payroll
20 period shall have Health and Welfare Benefits commence on the first
21 day of the payroll period following the effective date of their
22 employment.

23 G. Unit members who terminate their employment prior to the close of the
24 school year shall be under the District Health and Welfare Program
25 through the last day of the payroll period for which premiums have
26 been paid.

27 H. Unit members shall continue to be covered under the District's Health
28 and Welfare Program through the last day of October during the year
29 in which the contract terminates.

ARTICLE 16

SALARY AND SALARY SCHEDULE RULES AND REGULATIONS

A. General

Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.

Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.

Optional deductions are those deductions the unit member may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization for the deduction.

B. Salary Schedules

1. The Teachers' Salary Schedule is attached as Appendix A
2. The Extra Duty Assignment Salary Schedule is attached as Appendix A

C. Initial Placement on Schedules

Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service up to a maximum of four (4) increments. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education subjects may be granted up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by unit members before experience credit shall be allowed.

SALARY AND SALARY SCHEDULE
RULES AND REGULATIONS - continued

All course work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the signing of the unit member's initial contract. Failure to do so will result in the District's withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university, or private school at the time of the unit member's initial employment shall prevail.

Unit members whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.

D. Vertical Movement

All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class.

Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

E. Horizontal Movement

Course credit for salary placement and movement shall be given only for post-graduate, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by American Universities and Colleges.

Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.

Unit members requesting reclassification from one class to another must file such requests with the Personnel Office no later than April 15 of each year. Supporting records or transcripts verifying post-graduate units of records or transcripts verifying post-graduate units of study

SALARY AND SALARY SCHEDULE
RULES AND REGULATIONS - continued

1 that are to apply toward such a reclassification must be filed with
2 the Personnel Office no later than September 30 of the ensuing school
3 year, for courses completed by September 30 of the school year. If
4 by September 30 the unit member is unable to submit supporting records
5 or transcripts verifying post-graduate units of study that are to apply
6 toward reclassification, official notices in the form of a grade card
7 or letter from the college or institution shall be submitted. Such
8 temporary verifications which indicate satisfactory completion of the
9 course(s) shall be sufficient evidence to meet the above requirements.
10 The unit member shall provide the official transcript or affidavit
11 document to the District as soon as it is available, but no later than
12 December 1.

13 The burden of proof of training, experience, possession of credentials
14 and other required documents shall lie with the unit member, both for
15 initial placement and for subsequent reclassification. Any error in
16 classification shall be corrected as soon as the error is verified.

17 Audit courses will not be accepted as training credits valid for
18 salary schedule placement or reclassification. Credit will not be
19 accepted for course work taken in the armed service, except as it
20 was taken in conjunction with an accredited college or university
21 and can be verified through official transcripts. Course work taken
22 through a foreign university or other institution which sponsors
23 travel tours for credits assigned upper division or graduate status,
24 assigned a course title, and given unit value, shall be accepted.
25 Such foreign university or other institution must be listed in the
26 current edition of accredited institutions of higher learning,
27 specified above.

28 If a unit member believes that participation in a lower division course
will be of direct benefit to the District and that a similar benefit
is not available at an upper division or graduate course level, such
unit member may petition the District for a waiver. Such waiver, if
granted, would allow the units so approved to be counted for advance-
ment on the salary schedule. Prior to the date of enrollment in
lower division courses, the unit member must make formal application
to the District and receive approval in the form of the aforementioned
waiver.

F. If a student from a teacher training institution is assigned to a unit
member for training purposes and the District receives a stipend for
this service from the institution, then the unit member to whom the
student teacher is assigned shall receive the stipend.

ARTICLE 17

PAYROLL DEDUCTIONS

- 1
- 2
- 3 A. The right of payroll deduction for payment of organizational dues
- 4 shall be accorded by the District exclusively to the Association
- 5 as long as the Association is the exclusive representative for the
- 6 unit, and shall not be accorded any other organization whose members
- 7 are part of the bargaining unit represented by the Association.
- 8
- 9 B. Pursuant to written authorization from the unit member to the District
- 10 Payroll Office, the District shall deduct 1/10th of the Association
- 11 dues from the regular salary check of the unit member each month.
- 12 Deductions for unit members who sign such authorization after commence-
- 13 ment of the school year shall be appropriately prorated to complete the
- 14 payment by the end of the school year in accordance with a schedule pro-
- 15 vided by the Association.
- 16
- 17 C. The District shall not be obligated to put into effect any new, changed
- 18 or discontinued deduction until the pay period commencing fifteen (15)
- 19 days or more after receipt of the authorization form in the Payroll
- 20 Office.
- 21
- 22 D. With respect to all sums deducted by the District pursuant to authoriza-
- 23 tion of the unit member for membership dues, the District agrees to remit
- 24 such monies to the Association once per month along with an alphabetical
- 25 list of unit members for whom such deductions have been made.
- 26
- 27
- 28

ARTICLE 18

MISCELLANEOUS PROVISIONS

- A. Any individual contract hereafter executed between the District and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement, unless mutually agreed otherwise.
- B. The specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State Law. In the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.
- C. Within thirty (30) days of ratification of the Agreement by both parties, the District shall have copies of the Agreement printed and delivered to the Association.

ARTICLE 19

ADULT SCHOOL TEACHERS

1 A. The provisions of this Agreement, except Articles 6, 7, 8, 9, 12, 13,
2 14, 15 and 16, shall apply to Unit B. The following provisions shall
3 apply only to Unit B:

4 1. Full Time Adult School Teachers

5 (a) Normally, the length of the unit members' work day shall be
6 no more than six (6) hours exclusive of lunch. The day may
7 be longer when unit members are assigned adjunct duties.
8 Adjunct duties assigned by the District and performed out-
9 side the regular work day shall be on a paid basis at the
10 regular hourly rate. Adjunct duties shall be defined as
11 program development, professional growth activities, parent
12 conferences, committee assignments, faculty and district
13 meetings, special help to students, back-to-school nights,
14 public schools' week/open house, student supervision, and
15 other assignments which are determined to be necessary for
16 the efficient operation of the Compton Adult School.

17 (b) Unit members shall report to work at least 10 minutes prior
18 to the beginning of their instructional day.

19 (c) Each unit member shall be entitled to an unpaid duty-free
20 lunch period of sixty (60) minutes.

21 2. Part-Time Adult School Teachers

22 (a) Unit members who are part-time adult school teachers (assigned
23 fewer than six (6) hours per day) shall be on campus for
24 instructional and other assigned duties as determined by the
25 District. Duties assigned by the District shall be on a paid
26 basis at the regular hourly rate.

27 (b) Each part-time adult school teacher shall be on campus at least
28 ten (10) minutes prior to the opening of his/her class.

3. The Adult School Calendar is attached as Appendix H.

B. Evaluation Procedures

1. Frequency of Evaluation: Probationary unit members who are assigned
more than eighteen (18) hours per week shall be evaluated at least
once each year. Permanent unit members shall be evaluated at least
once every other year. Unit members who are assigned fewer than
eighteen (18) hours per week shall be evaluated at least once each year.

ADULT SCHOOL TEACHERS - continued

2. Evaluator: The evaluator shall be the unit member's immediate supervisor and/or other management or supervisory employee who is so designated by the District. A unit member shall be notified who is to be his/her evaluator by October 15 of each year.
3. Evaluators shall, by October 30 of each school year, hold one or more staff meetings to review the procedures for setting standards, techniques for assessment, and to review the evaluation calendar for the year.
4. Procedures for Setting Standards Shall Be:
 - (a) Prior to October 30 of each year, each unit member and his/her evaluator shall meet in an initial evaluation conference to draft the mutually determined standards to be achieved and the techniques for assessing the achievement of the standards. The date of the conference will begin the period for observation and follow-up conference which may be necessary to the evaluation process. Unit members shall be held accountable for their performance from the first day of the school year.
 - (b) The techniques to be used for assessing the achievement of the mutually determined standards shall be listed on the evaluation report form for each area to be evaluated.
 - (c) A good faith effort will be made to reach mutual agreement on the following elements:
 - (1) The establishment of standards of expected student progress in each area of study and of techniques for the assessment of the progress.
 - (2) Assessment of certificated personnel competence as it relates to the established standards.
 - (3) Assessment of other duties normally required to be performed by certificated employees as an adjunct to regular assignments.
 - (4) The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.

If a teacher and his/her evaluator cannot reach agreement on the standards or assessment methods, the evaluator shall determine the standards and assessment methods. The unit member may note for the record and attach to the final determination, his or her disagreement with the standards and assessment method.

5. Procedures for Evaluation

- (a) The performance of unit members may be evaluated at any time without prior notice. Observations and visitations will be openly conducted. Hearsay may be utilized in the evaluation process only if the evaluator has reasonable cause to believe the hearsay is factual.
- (b) Prior to the final evaluation conference, there will be one formal announced visitation during each school year for permanent unit members and one per semester for probationary unit members.
- (c) Suggestions for improvement (Remediation Plan). When the evaluator indicates to a unit member that improvement is required, specific suggestions must be made in writing to include:
 - (1) Areas where improvement is needed
 - (2) Specific suggestions for improvement
 - (3) Additional resources that will be utilized to assist with improvement where recommended by the evaluator
 - (4) Evaluator's role in assisting the unit member
 - (5) Techniques for measurement of improvement
 - (6) Time schedule for monitoring process
- (d) No later than sixty (60) days prior to the close of the school year in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.
- (e) No later than April 15 of the school year, a conference will be held between the unit member and his/her evaluator to discuss the evaluation.
- (f) At the final conference each standard will be checked as:
 - (1) performance unsatisfactory
 - (2) performance less than satisfactory
 - (3) performance satisfactory
 - (4) satisfactory performance exceeded

If (1) or (2) is checked, the evaluator will explain under the section for recommendations.
- (g) A unit member shall have a period of five (5) days following the meeting to discuss the evaluation, to prepare and submit a written reaction response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.

(h) Unit members shall not evaluate other unit members.

(i) None of the aforementioned shall be construed to mean that performance standards or the evaluator's judgment regarding the level of performance of a unit member shall be subject to the grievance procedure. Those matters as well as all other substantive matters regarding evaluation are expressly excluded from the grievance procedure. A grievance may be filed alleging that the procedures have been violated or unreasonably applied.

6. Parent and Citizen Complaints: When the evaluator or immediate supervisor receives a parent or citizen complaint regarding the unit member which may be relevant to evaluation of the unit member, the unit member will be notified of the complaint and the unit member will be given an opportunity to discuss and to resolve the matter, if possible, with the complaining party. If deemed desirable or necessary by the immediate supervisor or the unit member, the immediate supervisor or evaluator may take part in the conference. The evaluator may utilize such complaints in the evaluation process only if he/she has reasonable cause to believe that the complaint is factual.

7. Handling of Material in Personnel File Relevant to Performance Evaluation:

(a) Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

(b) Such material is not to include ratings, reports, or records which:

- (1) were obtained prior to the employment of the person involved
- (2) were prepared by identifiable examination committee members
- (3) were obtained in connection with a promotional examination

(c) Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

(d) Information of a derogatory nature, except material mentioned in the second paragraph of this section, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review

ADULT SCHOOL TEACHERS - continued

shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

- (e) A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file. No released time shall be granted the representative.

8. Lawful Non-School Related Activities

Evaluation of a unit member's performance shall not be predicated upon lawful, non-school related personal activities which have no impact on the unit member's effectiveness as an employee.

C. Safety

1. A unit member may suspend a student from his/her class for the day of the suspension and the day following for good cause. He/she shall report the suspension to his/her site administrator, who must hold an informal hearing with the student to discuss the reason(s) for the suspension. The unit member must complete a Suspension Form and notify the appropriate persons and/or agencies.
2. A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment and the right to suspend students, shall be presented to each unit member in writing within 30 days of the effective date of this Agreement and the first day of each school year thereafter.
3. When, in the judgment of a unit member, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, he/she shall follow the appropriate procedure established at the school to arrange a conference with the appropriate person(s).
4. A unit member may use reasonable force in the performance of duties, in accordance with Section 44807 of the Education Code.
5. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who shall see that the incident is reported to the police and take other appropriate action.
6. If an altercation, disturbance or student discipline situation which occurred while the unit member was engaged in the reasonable performance of duties, results in a civil action against a unit member by a student or parent, such unit member may request the District to furnish legal counsel at District expense to defend the action.

1 7. The District shall reimburse any person or persons for the loss,
2 destruction, or damage by arson, burglary or vandalism of personal
3 property used for instruction in the schools of the District and
4 not reimbursed by insurance. No payment shall be made for any
5 item having a value of less than \$5 at the time of damage, nor
6 shall any payment be made for repairs of less than \$5, and:

7 (a) Reimbursement shall not exceed \$100 nor less than \$5 and
8 shall be made only when written approval for the use of the
9 personal property in the schools was given before the prop-
10 erty was brought to school and when the condition and value
11 of the property was agreed upon by the person or persons
12 bringing the property and the school administrator or per-
13 son appointed by him for this purpose at the time the
14 approval for its use was given. The form identified as
15 Appendix D shall be used for this purpose.

16 (b) The District shall at its discretion pay the cost of replac-
17 ing or repairing property of a unit member, such as eye-
18 glasses, hearing aids, dentures, watches, articles of
19 clothing necessarily worn or carried by the unit member or
20 vehicles when any such property is damaged in the line of
21 duty without fault of the unit member or if such property
22 is stolen from the unit member by robbery or theft while
23 the unit member is in the line of duty. Replacing or repair-
24 ing, or paying for such damaged or stolen property will be
25 limited to damages or values exceeding \$10, but not in excess
26 of \$100. Collision, theft of a vehicle or contents, and
27 damage to a vehicle resulting from actual theft are specific-
28 ally excluded from this coverage.

(c) Prior approval shall be obtained from the school administrator
or the person appointed by him for this purpose, for the use
of personal vehicles in line of duty. Such approval shall
contain all information identifying the vehicle to be used,
insurance coverage to include limits of coverage, the insur-
ance carrier and the condition of the vehicle. The form
identified as Appendix D shall be used for this purpose.

(d) In the event the unit member is paid the costs of replacing
or repairing any such property, or the actual value of such
property, the school district shall, to the extent of such
payments, be subrogated to any right of the unit member to
recover compensation for such damaged property, in accordance
with Education Code Section 35176. No reimbursement shall
be made for mysterious disappearance, accidental damage or
any other loss suffered because of lack of supervision by
the owner. The property shall not remain in the District
over a weekend, or holidays or during vacation period with-
out the prior written approval of the unit member's immediate
supervisor.

ADULT SCHOOL TEACHERS - continued

8. No unit members, except nurses, shall be authorized to transport students in their personal automobiles. Nurses, when using their own cars on District-authorized business, shall be covered by the District's insurance policy.
9. If the District assigns a unit member to duties which require the unit member to utilize his/her personal automobile to perform those duties, then the unit member shall be reimbursed for such use on a flat rate or a per mile basis in a manner consistent with District policy. (Note: This provision does not apply to situations like attendance at a District-called general meeting.)
10. Unit members, except for nurses as allowed by law, shall not perform medical procedures for a student, except in cases of emergency.
11. Upon discovery, unit members shall be required to report in writing to their immediate supervisors any unsafe condition of the physical work environment. Upon receipt of the written report of the unsafe condition(s) from the immediate supervisor, the District shall investigate the complaint promptly. If the District determines, after investigation that the reported condition(s) is unsafe, the District shall act within a reasonable period of time to remedy such unsafe condition(s).
12. The District shall provide two-way communication for each classroom at a site no later than September 1, 1985.
13. Classrooms shall have lockable doors and windows which are maintained in good working order.

D. Transfers

A transfer is defined as the relocation of a unit member between schools or other Administrative Departments. Transfers fall into two categories:

- (1) Involuntary transfers that are initiated by the District; and
- (2) transfers that are initiated at the request of the unit member on a voluntary basis.

The District shall have the authority to transfer a unit member from one school or administrative site to another school or administrative site, subject to the following procedures:

1. Posting

- (a) A "vacancy" is a position which the District determines is to be filled at a site or administrative division by a person who is not currently assigned to that site or administrative division.
- (b) Between March 15 and April 15 the District shall post, at each school, notices of all classroom teaching and nursing vacancies available for the next school year. The notices shall state a deadline for application, which shall not be less than ten working days after posting. The District shall provide a copy of

the notices to the Association. In cases where classroom teaching and nursing vacancies become available after April 15, the District may fill such positions on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of the filling of an "acting" position. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.

- (c) The District shall post at each school site a notice of vacancy for unit positions other than classroom teachers and nurses and for administrative positions immediately after the vacancy announcement is approved by the Board of Trustees. The vacancy notice shall state the deadline for application, which shall not be less than ten working days after posting. The District shall provide a copy of the notice to the Association.

In cases where the vacancy occurs after the school year has commenced, the District may fill the position on an "acting" basis without posting at that time. The Association shall be notified, through Board Reports, of the filling of an acting vacancy. Before filling the "acting" position on a permanent basis, the District shall post a notice of vacancy.

- (d) When the District screens for an administrative position during the summer, the District shall post a notice of vacancy at each administrative site and send ten copies of each notice to the Association.

- (e) When extra duty assignments such as coaching and driver training become available, then the District shall post a notice of availability of such assignments.

2. Involuntary Transfers

- (a) Where appropriate to the circumstances, all unit members being involuntarily transferred shall have equal opportunity for interviews for existing vacancies. In the event that a specially funded program is discontinued, affected unit members shall be provided a list of current vacancies.

- (b) Involuntary transferees will have first opportunity over unit member initiated transferees to interview for available vacancies. When a choice of positions is available, unit members may indicate an order of preference for appropriate consideration.

ADULT SCHOOL TEACHERS - continued

1 (c) An opportunity must be provided for the unit member to meet
2 with the Administrator recommending the transfer prior to
3 effecting the proposed transfer and be advised in writing
4 of the reasons for recommending such transfer. The unit
5 member may file a written response to the reasons given.
6 This response will be placed in the unit member's personnel
7 file if so requested by the unit member.

8 (d) The following criteria shall be considered when involuntary
9 transfers are made:

- 10 (a) Credential authorization;
- 11 (b) Major or minor field of study;
- 12 (c) The educational goals of the District;
- 13 (d) Quality of performance based on formal written evaluation
14 reports included in the official personnel record;
- 15 (e) Variety of professional experience and assignments.

16 The following order of priorities shall be applicable to all
17 transfers:

- 18 (a) All transfers shall be made on the basis of the best
19 possible educational program for students consistent
20 with adopted District policy.
- 21 (b) Consideration will be given to the personal feelings
22 of the unit member affected by the transfer.
- 23 (c) Other factors being equal, length of satisfactory
24 service in the District as determined by written
25 evaluation, shall determine who is to be transferred.

26 (e) Where an involuntary transfer is being made to provide the unit
27 member an opportunity to improve upon his/her performance,
28 such transfer shall be limited to once every three years.

3. Voluntary Transfer - Unit Member Initiated

19 (a) Unit members may request a transfer by submitting an applica-
20 tion for transfer to the Assistant Superintendent, Personnel
21 Services by April 15 of the school or program year.

22 (b) The filing of a Request for Transfer shall be without prejudice
23 to the unit member, and shall not jeopardize his/her present
24 assignment. The Request for transfer may be withdrawn at any
25 time prior to official confirmation that the transfer has been
26 effected. A transfer has been effected at the time the receiv-
27 ing principal, the applicant, and the Personnel Office concur
28 to the transfer.

(c) Consideration shall be given to all applications for transfer
which are properly submitted.

ADULT SCHOOL TEACHERS - continued

(d) All requests for voluntary transfers shall be considered by the site administrator on the basis of the criteria specified in Section B (4) above.

4. In filling vacancies in the Adult School Program, the District shall treat satisfactory service in the adult School Program by unit member applicants as a special factor.

5. Assistance in Assignment Change

When there is a change in assignments, whether by transfer or by movement within a school, principals may authorize a reasonable period of non-teaching preparation time of up to two days when it appears that the transition will necessitate substantial reorganization or preparation. The District will provide reasonable assistance in moving teaching materials to the unit member's new location.

6. Assignment Changes

Unit members shall be notified of their tentative assignment for the coming year prior to June. A unit member shall be notified by mail, at the address on file with the District, of any change in the tentative assignment by the originator of the change.

Prior to making any final decision regarding the change in a unit member's current assignment and/or schedule within a school or administrative division to another assignment within the same school or administrative division, the unit member's immediate supervisor or his/her designee shall attempt in good faith to discuss the proposed change with the unit member. The administration shall consider any alternative way of handling the situation if the unit member objects to the proposed change in assignment.

E. Leaves

Article II, Leaves, shall apply to Unit B unit members with the following modifications:

1. All leaves shall be available to full-time unit members. Part-time unit members shall be eligible for all leaves except Bereavement Leave, Opportunity Leave, and Sabbatical Leave.

For the purposes of this Article, full-time unit member means an employee who is employed twenty (20) hours or more per week in the Adult School program. Part-time unit member means an employee who is employed fewer than twenty (20) hours in the Adult School program.

2. Personal Illness and Injury Leave

Article II, Leaves, Section A, Personal Illness and Injury Leave, shall apply to Unit B unit members with the following modifications:

- (a) Unit members shall be entitled to one (1) hour of paid leave for each twenty (20) hours of work for purposes of personal illness or injury.
- (b) A part-time unit member shall not be allowed to return to work and shall be placed on leave without pay if the unit member fails to notify the District of his/her intent to return to work at least four (4) hours prior to the beginning of his/her work for that day.

F. Calendar, Salary and Holiday Pay

- 1. The calendar for the 1983-84 Adult School Program appears as Appendix H in this Agreement.
- 2. Effective September 12, 1983, Adult School unit members shall be paid in accordance with the following provisions:

- (a) Part-time adult school unit members, those who are assigned fewer twenty (20) hours per week:

\$12.27 per hour

- (b) Full-time adult school unit members, those who are assigned twenty (20) hours or more per week:

Step 1 - \$13.81 per hour

Step 2 - \$14.62 per hour

Step 3 - \$15.43 per hour

- 3. Eligibility for Step 1 and Step 2 shall be determined in accordance with the following provisions:

- (a) An adult school unit member who has been assigned to the adult school program for less than one year is eligible for Step 1 placement.
- (b) An adult school unit member who has been assigned to the adult school program for one year or more is eligible for Step 2 placement
- (c) An adult school unit member who has been assigned to the adult school program for 2 years or more is eligible for Step 3 placement.

ADULT SCHOOL TEACHERS - continued

G. Health and Welfare Benefits

1. Effective November 1, 1983, the District agrees to contribute \$180 per school month to the cost of health and welfare benefits for full-time unit members in Unit B.
2. Each unit member may apply the District paid Fringe Benefit contribution to one or more of the following:
 - (a) Kaiser group 966-01
 - (b) Family Health group 14000000
 - (c) Dependent coverage under the selected health programs
 - (d) Blue Cross Dental Plan
 - (e) Family Health Dental Program
 - (f) Occidental Group Life Insurance
 - (g) Lincoln National Life Insurance
 - (h) Horace Mann (Educators) Life Insurance
 - (i) Equitable Life Assurance Society
 - (j) Occidental Group Income Protection Insurance
 - (k) Horace Mann (Educators) Income Protection Insurance
(current enrollees only)
 - (l) District approved Tax Sheltered Annuity
 - (m) State Mutual Life Insurance Company
3. Unit members who work less than full time shall be provided with Fringe Benefit Contributions in accordance with the following schedule:
 - (a) Six (6) hours per day or more = 100%
 - (b) Less than six (6) hours, but more than four (4) hours = 75%
 - (c) Four (4) hours = 50%
 - (d) Less than four (4) hours = no contribution
4. Unit members who are employed by the District in another capacity such as K-12 teacher or administrator, shall be entitled to receive only one fringe benefit contribution from the District.

ADULT SCHOOL TEACHERS - continued

5. Teachers who are sixty-five (65) years of age or younger who retire shall be entitled to enroll in a health benefit plan provided they pay the required premium in a periodic manner as required by the District.
6. Teachers may change from one health insurance carrier to another during open enrollment and shall have their District contribution adjusted accordingly.
7. Unit members who work a complete school year shall have Health and Welfare Benefits effective through the last day of September. Unit members who are employed subsequent to the first day of the payroll period shall have Health and Welfare Benefits commence on the first day of the payroll period following the effective date of their employment.
8. Unit members who terminate their employment prior to the close of the school year shall be under the District Health and Welfare program through the last day of the payroll period for which premiums have been paid.
9. Unit members shall continue to be covered under the District's Health and Welfare program through the last day of September during the year in which the contract terminates.

ARTICLE 20

SUPPORT OF AGREEMENT

1
2 The District and the Association agree that it is to their mutual
3 benefit to encourage the resolution of difference through the meet
4 and negotiation process. Therefore, it is agreed that the Association
5 will support this Agreement for its term and will not appear before
6 any public bodies to seek change or improvement in any matter subject
7 to the meet and negotiation process except by mutual agreement of the
8 District and the Association or under the provisions of Article 24
9 Duration.
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ARTICLE 21

COMPLETION OF MEET AND NEGOTIATION

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- 2 A. During the term of this Agreement, the Association expressly
- 3 waives and relinquishes the right to meet and negotiate and
- 4 agrees that the District shall not be obligated to meet and
- 5 negotiate with respect to any subject or matter whether or
- 6 not referred to or covered in this Agreement, even though
- 7 such subject or matter may not have been within the knowledge
- 8 or contemplation of either or both the District or the Associa-
- 9 tion at the time they met and negotiated on and executed this
- 10 Agreement, and even though such subjects or matters were pro-
- 11 posed and later withdrawn.
- 12
- 13 B. This Article is not to be construed as limiting the right of
- 14 the Association to meet and negotiate on a successor Agreement
- 15 as provided in Article 24 Duration.
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ARTICLE 22

CONCERTED ACTIVITIES

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- 2 A. It is understood that there will be no strike, work stoppage, slow-
- 3 down, refusal or failure to perform job functions and responsibilities
- 4 or other unreasonable interference with the operations of the District
- 5 by the Association or by its officers, agents, or members during the
- 6 term of this Agreement, including compliance with the request of other
- 7 labor organizations to engage in such activities.
- 8
- 9 B. The Association recognizes the duty and obligation of its representa-
- 10 tives to comply with the provisions of this Agreement and to make
- 11 every reasonable effort toward inducing all unit members to do so.
- 12 In the event of a strike, work stoppage, slow-down, or refusal or
- 13 failure to perform job functions and responsibilities by unit members
- 14 who are represented by the Association, the Association agrees in
- 15 good faith to take all necessary steps to cause those unit members
- 16 to cease such action.
- 17
- 18 C. It is agreed and understood that any unit member violating this
- 19 article may be subject to discipline up to and including termina-
- 20 tion by the District.
- 21
- 22 D. It is understood that in the event this Article is violated by the
- 23 Association the District shall be entitled to withdraw any rights,
- 24 privileges or services provided for in this Agreement.
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ARTICLE 23

SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24

DURATION OF CONTRACT

- 1 A. This Agreement shall remain in full force and effect up to and
2 including September 30, 1984. If either party wishes to modify,
3 amend, or terminate the Agreement, it must notify the other party,
4 in writing, not later than March 1st of the year in which the
5 Agreement expires.
6
7 B. New proposals shall be submitted with the written request. Within
8 eight (8) weeks after the written request and submission of pro-
9 posals of the party submitting first, the parties shall begin to
10 meet and negotiate.
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ARTICLE 25

REIMBURSEMENT FOR LOSS, DESTRUCTION OR
DAMAGE OF PERSONAL PROPERTY

A. General provisions applicable to paragraphs B, C, and D:

- (1) Any claim made pursuant to this Article must be received in the Office of Risk Management within fifteen (15) work days of the date of loss, destruction, or damage for which reimbursement is sought.
- (2) No payment shall be made for any item having a value of less than \$10 at the time of loss, destruction, or damage.
- (3) No payment shall be made for repairs costing less than \$10.
- (4) Reimbursement shall not exceed \$100.
- (5) In the event the unit member is paid the cost of replacing or repairing any such property, or the actual value of such property, the District shall, to the extent of such payments, be subrogated to any right of the unit member to recover compensation for such damaged property.
- (6) No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of supervision by the owner.
- (7) The property covered by this Article shall not remain in the District over a weekend, on holidays or during vacation periods without the prior written approval of the unit member's immediate supervisor.

B. Personal Property Used for Instruction in the Schools

Under the General Provisions set forth above and in accordance with the additional requirements specified in this subsection, the District shall reimburse a unit member for the loss, destruction, or damage by arson, burglary or vandalism of personal property used for instruction in the schools of the District and not reimbursed by insurance. Reimbursement shall not be made unless advance written approval for the use of the personal property in the schools was given before the property was brought to the school and unless the condition and value of the property was agreed upon between the unit member and the school administrator or designee. (The form identified as Appendix D shall be used for this purpose. The form shall be effective only for the remainder of the school year in which it was approved.)

C. Personal Vehicles Authorized for Use in the Line of Duty

Under the General Provisions set forth above and in accordance with the additional requirements specified in this subsection, the District shall reimburse unit members for loss, damage, or

REIMBURSEMENT FOR LOSS, DESTRUCTION OR
DAMAGE OF PERSONAL PROPERTY - continued

1 destruction of personal vehicles authorized for use in the line
2 of duty. Prior approval shall be obtained from the school admin-
3 istrator or designee for use of personal vehicles in the line of
4 duty. Such approval shall identify the vehicle to be used, specify
5 the nature and limits of insurance coverage and the name of the
6 insurance carrier, and describe the condition of the vehicle.
7 The form identified as Appendix D shall be used for this purpose.

8 D. Personal Property Damaged in the Line of Duty(Excluding Vehicles)

9 Under the General Provisions set forth above, the District shall,
10 at its discretion, pay the cost of replacing or repairing property
11 of unit members such as eyeglasses, hearing aids, dentures,
12 watches, or articles of clothing necessarily worn or carried by
13 the unit member when any such property is damaged in the line of
14 duty without the fault of the unit member or when such property
15 is stolen from the unit member by robbery or theft while the unit
16 member is in the line of duty.
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ARTICLE 26

TEMPORARY CONTRACT TEACHERS

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- 2 A. The provisions of this Article shall become effective
- 3 January 31, 1983.
- 4
- 5 B. Upon appointment, a Temporary Contract teacher operating on
- 6 preliminary or clear credentials will be placed on Step 1
- 7 of the appropriate class of the Salary Schedule. After each
- 8 two semesters of service within the District, he/she shall
- 9 be eligible for one Step increment, not to exceed the third
- 10 Step. Only service within the District qualifies the unit
- 11 member for such Step increments. Vertical or horizontal
- 12 movement on the Salary Schedule shall be limited to once
- 13 per two semesters of service within the District.
- 14
- 15 C. Upon appointment, a Temporary Contract teacher operating on
- 16 full-time emergency credentials shall be placed on Class I,
- 17 Step 1 of the Salary Schedule. After two semesters of serv-
- 18 ice within the District, he/she shall be eligible for one
- 19 Class increment provided he/she has earned a minimum of 15
- 20 units toward a teaching credential and provided he/she
- 21 submits written verification from the institution that such
- 22 units are acceptable for the credential. Only service within
- 23 the District qualifies the unit member for such Class
- 24 increments. Horizontal movement on the Salary schedule
- 25 shall be limited to once per two semesters of service
- 26 within the District.
- 27
- 28 D. Temporary Contract teachers shall be evaluated once per
- semester.
- E. Temporary Contract teachers shall be provided with leave
- benefits available to other unit members, with the
- exception of Personal Leave, Leave Without Pay for
- Childbearing Preparation or Child Rearing, Sabbatical
- Leave, Military Leave, Opportunity Leave, Personal Leave
- Without Pay, and Professional Growth Leave.

TEACHERS' SALARY SCHEDULE - 1983/84
 COMPTON UNIFIED SCHOOL DISTRICT
 Pers. Form 157

	CLASS I BA Degree	CLASS II BA Degree +15 Units	CLASS III BA Degree +30 Units	CLASS IV BA Degree +45 Units or M A Degree	CLASS V BA Degree +60 Units or M A Degree +15 Units	CLASS VI BA Degree +75 Units or M A Degree +30 Units
STEP						
1	14,009	14,991	15,973	16,955	17,937	18,919
2	14,850	15,832	16,814	17,796	18,778	19,760
3	15,691	16,673	17,655	18,637	19,619	20,601
4	16,532	17,514	18,496	19,478	20,460	21,412
5	17,373	18,355	19,337	20,319	21,301	22,283
6	18,214	19,196	20,178	21,160	22,142	23,124
7	19,055	20,037	21,019	22,001	22,983	23,965
8	19,896	20,878	21,860	22,842	23,824	24,806
9	20,738	21,719	22,701	23,683	24,665	25,647
10	21,579	22,560	23,542	24,524	25,506	26,488
11	22,420	23,401	24,383	25,365	26,347	27,329
12	23,261	24,242	25,224	26,206	27,188	28,170
13	24,102	25,083	26,065	27,047	28,029	29,011
					*28,529	*29,511
					**29,029	**30,011
						***30,511

Advancement from one classification to another shall be on the basis of upper division or graduate level study from an accredited college or university except that one-third (1/3) of the total required may be earned in lower division courses required on a planned program with prior approval by the Assistant Superintendent - Personnel Services.

PROGRESS ON THE SALARY SCHEDULE IS LIMITED TO ONE CLASS AND ONE STEP IN ANY ONE FISCAL YEAR.

Teaching experience outside the District shall be pro-rated for employment purposes on the basis of one year for one year up to a maximum of four (4) years. A step equals a year of experience under classification for which teacher qualifies.

EFFECTIVE 7/1/83

TEACHERS' SALARY SCHEDULE - 1983/84
COMPTON UNIFIED SCHOOL DISTRICT
Pers. Form 157

VOCATIONAL EDUCATION TEACHERS

Class I	Designated Subjects - Preliminary
Class II	Designated Subjects - Preliminary +15 Units or Vocational Class "A"
Class III	Designated Subjects - Clear +30 Units or Designated Subjects - Preliminary + B A Degree
Class IV	Designated Subjects - Clear + B A Degree
Class V	Designated Subjects - Clear and B A Degree +15 Units
Class VI	Designated Subjects - Clear and B A Degree +30 Units

*Career Increment for three (3) or more years on Step 13,
Class V & VI - (\$500.00 per school year)

**Career Increment for six (6) or more years on Step 13,
Class V & VI - (\$1,000.00 per school year)

***Career Increment for nine (9) or more years on Step 13,
Class VI - (\$1,500.00 per school year)

EFFECTIVE 7/1/83

CERTIFICATED PERSONNEL SALARY SCHEDULE FOR HOURLY
AND EXTRA DUTY AND OTHER SPECIFIC ASSIGNMENTS 1982/83

Driver Training Instructors \$12.19 per hour

Categorically Funded Programs

Presenter 19.78 per hour
Attendee 12.19 per hour

Regular teacher substituting in another regular class
when a substitute teacher is not available 1/5 of daily sub rate

Miscellaneous (Senior High Schools) Maximum per school
Band Director, Drill Team Sponsor, Newspaper Sponsor,
Yearbook Sponsor, and Speech Sponsor \$473.00 per year

Equipment Manager \$630.00 per sem.

Athletic Coaching Assignments (Senior High Schools)

*Head Coaches - Football, Volleyball, Baseball, Basketball,
and Track \$1,103.00 per year

*Other Head Coaches - Wrestling, Softball, and Soccer \$ 966.00 per year

Coaches - Tennis, Cross Country, Softball, Basketball, Track,
Baseball, Football, Soccer, Water Polo, Badminton, Field
Hockey, and Swimming \$ 828.00 per year

*Head Coaches - Limited to one (1) Head Coach per sport per school.

Availability of athletic and coaching assignments will be posted throughout the
District prior to any assignment being made. The Principal shall notify the
Office of Certificated Personnel when these assignments are available.

**Temporary Contract teachers operating on preliminary or clear credentials shall
be placed on Step 1 of the appropriate class of the Salary Schedule. After each
two semesters of service within the District, he/she will be eligible for one
Step increment, not to exceed the third Step.

**Temporary Contract teachers operating on full-time emergency credentials shall
be placed on Class I, Step 1 of the Salary Schedule. After two semesters of
service within the District, he/she will be eligible for one Class increment
provided he/she has earned a minimum of 15 units toward a teaching credential and
provided he/she submits written verification from the institution that such units
are acceptable for the credential.

Day to Day Substitute Teachers \$60.00 per day

Long Term Substitute Teachers \$66.71 per day

**EFFECTIVE JANUARY 13, 1983

COMPTON UNIFIED SCHOOL DISTRICT

STATE CHILDREN'S CENTER SALARY SCHEDULE
1983/84 School Year

<u>STEP</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
1	\$7.08 hr	\$7.28 hr	\$7.51 hr	\$7.73 hr
2	7.28 hr	7.51 hr	7.73 hr	7.96 hr
3	7.51 hr	7.73 hr	7.96 hr	8.20 hr
4	7.73 hr	7.96 hr	8.20 hr	8.45 hr
5	7.96 hr	8.20 hr	8.45 hr	8.68 hr

Class I Provisional Permit Received Prior to January 1, 1984
Class II 60 Units and Permit
Class III 90 Units and Permit
Class IV B.A. Degree and Regular Permit

Hourly Rate of Substitute Teachers: \$6.50 per hr

Effective 7/1/83

COMPTON UNIFIED SCHOOL DISTRICT

STATE PRE-SCHOOL SALARY SCHEDULE
1983/84 School Year

<u>STEP</u>	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>
1	\$1093	\$1073	\$1126	\$1184
2	1073	1126	1184	1242
3	1126	1184	1242	1303
4	1184	1242	1303	1369
5	1242	1303	1369	1436

Class I Provisional Permit Received Prior to January 1, 1974
 Class II 60 Units and Permit
 Class III 90 Units and Permit
 Class IV B.A. Degree and Regular Permit

Hourly Rate of Substitute Teachers: \$6.50 per hour

EFFECTIVE 9/12/83

COMPTON UNIFIED SCHOOL DISTRICT
Ted D. Kimbrough, Superintendent
200 Day School Year for 1983/84

Teacher Prep. Week Sept. 6 - 9	FIRST WEEK			SECOND WEEK			THIRD WEEK			FOURTH WEEK				DAYS TAUGHT	LEGAL HOLIDAY	LOCAL HOLIDAY
	M.	T.	W.	Th.	F.	S.	M.	T.	W.	Th.	F.	S.	S.			
First School Month Sept. 12 - Oct. 7	Sept. 12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Second School Month Oct. 10 - Nov. 4	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Third School Month Nov. 7 - Dec. 2	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Fourth School Month Dec. 5 - Dec. 30	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Fifth School Month Jan. 2 - Jan. 27	Jan. 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Sixth School Month Jan. 30 - Feb. 24	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Seventh School Month Feb. 27 - Mar. 23	27	28	29	1	2	3	4	5	6	7	8	9	10	11	12	13
Eighth School Month Mar. 26 - April 20	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10
Ninth School Month April 23 - May 18	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8
Tenth School Month May 21 - June 15	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5
Eleventh School Month																
TOTALS																

*LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220/79020

HOLIDAY	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84	DATE IN 1983-84
Independence Day	July 4	Monday	July 4	Monday	July 4	Monday	July 4	Monday	July 4	Monday	July 4	Monday	July 4	Monday	July 4	Monday	July 4
Labor Day	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5	Monday	Sept. 5
Veterans Day	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11	Friday	Nov. 11
Thanksgiving Day	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24	Thursday	Nov. 24
Christmas Day	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)	Monday	Dec. 26 (a)
New Year's Day	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)	Monday	Jan. 2 (a)
M. L. King Jr. Day	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)	Monday	Jan. 16 (a)
Lincoln Day	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)	Monday	Feb. 13 (a)
Washington Day	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20	Monday	Feb. 20
Memorial Day	May 28	Monday	May 28	Monday	May 28	Monday	May 28	Monday	May 28	Monday	May 28	Monday	May 28	Monday	May 28	Monday	May 28
* LOCAL HOLIDAY PER EDUCATION CODE 37222/79022																	
	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983	Thanksgiving Holiday	Nov. 25, 1983
	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984	Christmas Holidays	Dec. 19, 1983-Jan. 2, 1984
	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984	Spring Vacation	April 16-20, 1984
	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984	Cinco de Mayo	May 4, 1984
	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983	Admission Day	Sept. 2, 1983
	(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)		(E.C.45206/88205.5)
	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)	Teacher Preparation Week	Sept. 6 - 9, 1983 (Tues.-Fri.)

(a) Whenever any of the approved holidays fall on a Sunday, the following Monday shall be deemed to be the holiday.
(b) Whenever any of the approved holidays fall on a Saturday, the preceding Friday shall be deemed to be the holiday.

COMPTON UNIFIED SCHOOL DISTRICT
OFFICIAL SCHOOL CALENDAR 1983-1984
(Revised April 27, 1983)

FIRST SEMESTER

+September 6	(Monday).....	Orientation Day
September 12	(Monday).....	Instruction Begins
November 10	(Thursday).....	End of First Quarter (44)
November 11	(Friday).....	Veterans' Day
November 24	(Thursday).....	Thanksgiving Holidays
November 25	(Friday).....	Local Holiday
December 19 - January 2	Winter Recess
January 3	(Tuesday).....	Instruction Begins
January 16	(Tuesday).....	King's Birthday
January 27	(Friday).....	End of First Semester (41)

Total Days Taught - 85

SECOND SEMESTER

January 30	(Monday).....	Instruction Begins
February 13	(Monday).....	Lincoln's Birthday
February 20	(Monday).....	Washington's Birthday
April 6	(Friday).....	End of Third Quarter....(48 Days - 10 Weeks)
April 9	(Monday).....	Instruction Begins
April 16 - April 20	Spring Recess
May 4	(Friday).....	Cinco de Mayo
May 28	(Monday).....	Memorial Day
*June 15	(Friday).....	Last Day of Instruction..(49 Days - 9 Weeks)

Total Days Taught - 91

SCHOOL MONTHS		Days Taught	Legal Holidays	Local Holidays
1st	September 12 - October 7	20	0	0
2nd	October 10 - November 4	20	0	0
3rd	November 7 - December 2	17	2	1
4th	December 5 - December 30	10	1	9
5th	January 2 - January 27	18	2	0
6th	January 30 - February 24	18	2	0
7th	February 27 - March 23	20	0	0
8th	March 26 - April 20	15	0	5
9th	April 23 - May 18	19	0	1
10th	May 21 - June 15	19	1	0
		<u>176</u>	<u>8</u>	<u>16</u>

TOTAL DAYS TAUGHT 1983-84 SCHOOL YEAR - 176

+Orientation Day

*Minimum Day - Kindergarten - 180 minutes
Grades 1 - 3 - 230 minutes
Grades 4 -12 - 240 minutes

CLASSROOM TEACHER PERFORMANCE EVALUATION REPORT
 COMPTON UNIFIED SCHOOL DISTRICT
 P Form 143

1. Name _____ 2. School _____

3. Level: Pre-Kindergarten ☐ Elementary ☐ Secondary ☐ Adult ☐

4. Probationary ☐ ☐ ☐ Tenured ☐ Grade(s) _____ Subject(s) _____
 1 2 3

5. Evaluator _____

6. Date _____

INTRODUCTION

The Classroom Teacher Performance Evaluation Report focuses upon the continual improvement of teacher efficacy which is intended to improve student performance. The evaluation format allows the teacher the opportunity to formulate an educational management system upon which his or her performance is to be appraised.

INSTRUCTIONS

1. Teachers are to develop student performance expectancies and a classroom management system.
2. Upon completion of the above, information is to be submitted to the evaluator for joint agreement.
3. The evaluator and evaluatee will jointly delineate adjunct duties which will serve as an additional performance assessment.
4. Teachers and evaluators will follow the Certificated Performance Evaluation Guide.
5. Distribution of evaluation report: Evaluatee, evaluator, area administrator, and Office of Certificated Personnel.
6. Evaluation Key: Teacher performance standards will be based upon satisfactory attainment of the agreed upon objectives.

1. Performance Unsatisfactory

2. Performance less than satisfactory

3. Performance satisfactory

4. Satisfactory performance exceeded

Distribution:

White - Personnel Division
 Green - Evaluator
 Blue - Evaluatee

OCP Form 143(a)

I. Establishing Student Performance Expectancies

II. Management Plan

III. Adjunct Responsibilities

EVALUATOR

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

DISTRIBUTION: White - Personnel Division
Green - Evaluator
Blue - Evaluatee

CLASSROOM TEACHER PERFORMANCE EVALUATION REPORT
COMPTON UNIFIED SCHOOL DISTRICT
OCP Form 143b

RECOMMENDATION OF ADMINISTRATOR REGARDING RE-EMPLOYMENT

Recommended for re-employment

☐

Withhold recommendation for re-employment
(Not to be used for final evaluation)

☐

Not recommended for re-employment

☐

Number and dates of documented classroom observations conducted prior to the summary report

Number _____

Dates _____

Evaluator's Signature

Teacher's Signature*

Date

Date

It is understood that in signing this performance report I acknowledge having seen and discussed the report with the evaluator but do not necessarily agree with it. All written comments have been discussed with me.

I would ☐ would not ☐ like to discuss this report with the appropriate reviewing officer.

Signature of Employee

Title

Date

I have reviewed and discussed this report with the employee on _____

Disposition: _____

DISTRIBUTION:

White - Personnel Division
Green - Evaluator
Blue - Evaluatee

LOSS, DESTRUCTION OR DAMAGE OF PERSONAL PROPERTY
CLAIM FORM (Policies DPA & DPB)
Compton Unified School District
Form F 569

Name _____ Classification _____

School/Work Site _____ Date of Report _____

Date of Occurrence _____ Type of Equipment/Personal Property/Vehicle _____

Current Cash Value (please attach estimate) _____ Description of Circumstances

Surrounding the Theft/Destruction/Damage _____

Written Approval to Use Personal Property/Vehicle in the line of duty given by _____

_____ (please attach a copy of the written approval).

I certify that the above is a true account of the
circumstances causing this loss and that I have
read the Board Policies regarding such losses.

Signature of Claimant

Signature of Supervisor Approving Claim as Within
Board Policy

DO NOT WRITE BELOW

Disposition: _____

Approved for Payment by _____ Date _____

Approved by Board _____ Date _____

Report Number

Instructions for Submission:

Prepare in Triplicate:

White: Business Services Manager
Yellow: Principal/Department Head
Blue: Claimant

UNIT A

POSITIONS INCLUDED IN BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians and Media Specialists
10. School Nurses
11. Children's Center Teachers
12. Preschool Teachers
13. Temporary Contract Teachers
14. Staff Teachers
15. Individual Instructors

POSITIONS EXCLUDED FROM BARGAINING UNIT

1. District Superintendent
2. Deputy Superintendent
3. Associate Superintendents
 - Educational Services
 - Management & Administrative Services
4. Assistant Superintendents
5. Administrative Assistant
6. Directors
 - Personnel Operations
 - Externally Funded Projects
 - Instructional Support
 - Vocational/Career/Adult
 - Staff Development
 - Employer/Employee Relations
 - Management Information Systems
7. Supervisors
 - Research & Evaluation
 - Child Welfare & Attendance
 - Reading, English, & Language Arts
 - Foreign Language, Bilingual & Bicultural
 - Externally Funded Projects
 - Special Education
 - Guidance & Testing
 - Child Development
 - Music
 - Management & Information Systems
 - Multicultural & Social Studies
 - Media, Library Textbook Services
 - Mathematics K-12
 - Science

8. Coordinators
 - Bilingual Education
 - State Preschool
 - Health Services
 - Staff Development
 - Curriculum/Program/Elementary
 - Independent Study/Continuation
 - Instructional Services K-12
 - Programs, K-12
 - Health, P.E., Recreation
 - Personnel Training Officer
 - AB65 Proficiency
 - Externally Funded Projects
 9. Principals
 - Senior High School
 - Junior High School
 - Elementary School
 - Adult Education
 - Continuation School
 10. Assistant Principals
 - Senior High School
 - Junior High School
 - Elementary School
 - Chester Adult
 - Adult Education
 - Continuation School
 11. Head Counselors
 - Senior High School
 - Junior High School
 - Adult Education
 - Continuation School
 12. Staff Assistants
 - Research/Evaluation
 - Test/Guidance Pupil Services
 - Library Services
 - Exceptional Adult
 - Non-Public Schools
 13. Children's Centers Head Teachers
 14. Project Managers
 15. Psychologists
 16. Program Managers
 17. Program Specialists
 18. Special Assistant to Board of Trustees
 19. Summer School Teachers
 20. Substitute Teachers
 21. ROTC Teachers
 22. ROP Teachers
 23. Full Time and Part Time Adult School Teachers
- All other position classifications not specifically included in the unit.

UNIT B

All full and part-time Adult School certificated positions are INCLUDED
in Bargaining Unit.

POSITIONS EXCLUDED FROM BARGAINING UNIT

1. Elementary Classroom Teachers
2. Secondary Classroom Teachers
3. Resource Teachers
4. Child Welfare and Attendance Counselors
5. Counselors
6. Instrumental Music Teachers
7. Vocal Music Teachers
8. Speech Therapists
9. Librarians
10. School Nurses
11. Children's Center Teachers
12. Pre-school Teachers
13. Temporary Contract Teachers
14. Staff Teachers
15. District Superintendent
16. Deputy Superintendent
17. Associate Superintendents
18. Assistant Superintendents
19. Administrative Assistant
20. Psychologists
21. Directors
 - Personnel Operations
 - Externally Funded Programs
 - Instructional Support
 - Vocational/Career/Adult
 - Staff Development
 - Employer/Employee Relations
 - Management Information Systems
22. Supervisors
 - Foreign Language - Bilingual & Bicultural
 - Child Welfare & Attendance
 - Externally Funded Programs
 - Special Education
 - Pupil Services
 - Child Development
 - Management & Information Systems
 - Multicultural & Social Studies
 - Media, Library Textbook Services
 - Research/Evaluation
 - English, Language Arts, Reading K-12
 - Mathematics K-12
 - Science K-12
23. Coordinators
 - Curriculum/Program/Elementary
 - State Preschool
 - Independent Study/Continuation
 - Instructional Services K-12
 - Programs, K-12

23. Coordinators - continued
 - Health Services
 - Staff Development - Personnel
 - Health, P.E., Recreation
 - Bilingual Education - Special Education
 - Personnel Training Officer
 - AB65 Proficiency
24. Principals
 - Senior High Schools
 - Junior High Schools
 - Elementary Schools
 - Adult School
25. Assistant Principals
 - Senior High Schools
 - Junior High Schools
 - Elementary Schools
 - Chester Adult Center
 - Basic Education
26. Head Counselors
 - Secondary
 - Adult School
27. Staff Assistants
 - Research/Evaluation
 - Test/Guidance Pupil Services
 - Library Services
 - Exceptional Adult
 - Non-Public Schools
28. Children's Centers Head Teachers
29. Project Managers
30. Individual Instructors
 - Program Specialist
 - Program Managers
31. Summer School Teachers
32. Substitute Teachers
33. ROTC Teachers

All other position classifications not specifically included in the Adult School Unit.

COMPTON UNIFIED SCHOOL DISTRICT
SCHOOL CALENDAR, CHILDREN'S CENTERS

1983/84

July 1, 1983 - June 30, 1984

Instruction Begins: July 1, 1983

Local and Legal Holidays Centers will NOT operate:

July 4	Monday	Independence Day
September 2	Friday	Admission Day-Local Holiday
September 5	Monday	Labor Day
November 11	Friday	Veteran's Day
November 24	Thursday	Thanksgiving Day
November 25	Friday	Local Holiday
December 23	Friday	Local Holiday
December 26	Monday	Christmas Day
December 30	Friday	Local Holiday
January 2	Monday	New Year's Day
January 16	Monday	Martin Luther King's Birthday
February 13	Monday	Lincoln's Birthday
February 20	Monday	Washington's Birthday
April 20	Friday	Local Holiday
May 4	Friday	Cinco de Mayo
May 28	Monday	Memorial Day

First day of regular school is Monday, September 12, 1983.

Last day of regular school is Friday, June 15, 1984.

Total days of legal and local holidays - 16.

Total days taught in Children's Centers for the 1983/84 school year - 245.

COMPTON ADULT SCHOOL

SCHOOL CALENDAR

1983/84 School Year

SUMMER SESSION

July 5 - August 26

8 weeks

Recess:

August 29 - September 2

Session I

September 6 - November 11

9 Weeks

Session II

November 14 - January 27

9 Weeks

Recess:

December 19 - January 2, 1984

Session III

January 30 - March 30

9 Weeks

Session IV

April 2 - June 15

9 Weeks

Recess:

April 16 - April 27

TOTAL WEEKS

44 Weeks

CEA: All local and legal holidays within the session will be paid.

CEA: Presently on a 4-day week, maximum 30 hours/week.

Holidays: Thanksgiving, Christmas, New Years, M.L. King, Lincoln,
Washington, Memorial Day.

COMPTON UNIFIED SCHOOL DISTRICT

Division of Personnel Services

Bulletin No. 82/83-819

March 9, 1983

TO: All Certificated Personnel

FROM: Department of Certificated Personnel

RE: Early Retirement Incentive Program

The Early Retirement Incentive Program was approved by the Board of Trustees at the regularly scheduled Board Meeting held on March 8, 1983. Included are the specific components of the program.

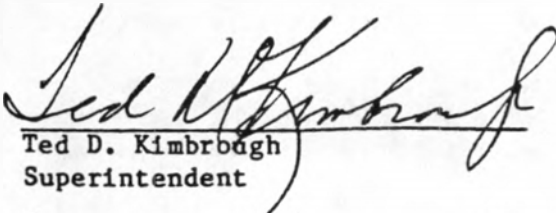
1. Potential participants in the Early Retirement Incentive Program must request an application from the Department of Certificated Personnel between March 15 and April 15, 1983.
2. A certificated employee must be qualified for a salary of \$21,352 or more, on the 1982-83 salary schedule to be eligible.
3. The contract for an individual participating in this program shall be for a period of one (1) year. Contracts may be renewable on a year-to-year basis, subject to availability of funds, for one (1) year not to exceed five (5) years.
4. Services to be performed and dates of services to be rendered, shall be based on the terms and conditions of the Consultant's contract as an independent contractor and not as an employee of the District.
5. Application for this program is not to be confused with the prospective consultants' application for retirement benefits under the State's Retirement Program. (Consultants should request State Retirement Application Forms from the State Department Office).
6. Consultants' fees shall range from \$3,250 to \$5,000 annually, according to the following schedule which is based on a maximum of twenty (20) days of service per year and according to the following schedule which reflects an eight hour day.

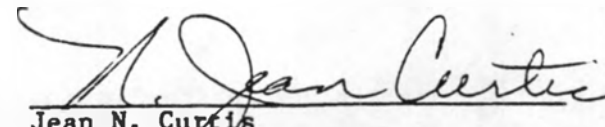
<u>Amount Earned</u> <u>June 1983</u>	<u>Early Retirement</u> <u>Incentive Plan</u>
\$21,352 - \$22,286	\$3,250
22,287 - 23,221	3,500
23,222 - 24,156	3,750
24,157 - 25,091	4,000
25,092 - 26,026	4,250
26,027 - 26,827	4,500
26,828 - 27,628	4,750
27,629 - or more	5,000

7. Consultants must stipulate the number of days of service in Article 2 of the Agreement for Consultant Services, not to exceed 20 days as well as dates, times and location.
8. Consultant is not to replace the services of regular employees.
9. Consultant is not to be used as a substitute teacher or to relieve a teacher, as these services may only be performed by certificated employees.
10. It is the responsibility of the Consultant to sign the invoice, to obtain a signature of the District representative and submit same to the Department of Certificated Personnel.

RATIFICATION

This agreement is approved and ratified by the Board of Trustees of the
Compton Unified School District and the Compton Education Association, on
the 24th Day of January 1984.


Ted D. Kimbrough
Superintendent


Jean N. Curtis
Negotiation Team Representative


Date


Date